Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282581

Original Issued Date: 07/22/2020

Issued Date: 07/15/2021

Expiration Date: 07/22/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Hudson Growers Alliance, LLC

Phone Number: 508-259-8027 **Email Address:** stow1775@gmail.com

Business Address 1: 9 KANE INDUSTRIAL DR. **Business Address 2:** Unit 2

Business City: HUDSON **Business State:** MA **Business Zip Code:** 01749

Mailing Address 1: 5 Kane Industrial Dr **Mailing Address 2:**

Mailing City: Hudson **Mailing State:** MA **Mailing Zip Code:** 01749

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): 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: 100 **Percentage Of Control:** 100

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

First Name: Kathleen **Last Name:** Adams **Suffix:**

Gender: Female **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Kathleen **Last Name:** Adams **Suffix:**

Types of Capital: Monetary/ Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $400940.77 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Kathleen **Last Name:** Adams **Suffix:**

Marijuana Establishment Name: Hudson Botanical Processing, LLC **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Hudson **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 9 Kane Industrial Dr., Unit 2

Establishment Address 2:

Establishment City: Hudson **Establishment Zip Code:** 01749

Approximate square footage of the Establishment: 5000 **How many abutters does this property have?:** 4

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

Cultivation Tier: Tier 01: up to 5,000 square feet **Cultivation Environment:** Indoor

FEE QUESTIONS

Cultivation Tier: Tier 01: up to 5,000 square feet **Cultivation Environment:** Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host community cert.pdf	pdf	5e17c77c38f8ab571d6e4ba5	01/09/2020
Community Outreach Meeting Documentation	Comm outreach docs 2-4-20.pdf	pdf	5e3a02464fa2b004756a0448	02/04/2020
Plan to Remain Compliant with Local Zoning	Copy of Plan to Comply with Local Codes and Ordinances (1).pdf	pdf	5e3b4a3469dc9d0456db788a	02/05/2020

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.: $0.01

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	HGA Plan to Positively Impact Areas of Disproportionate Impact 10_7 (1).pdf	pdf	5e3c7b5164339304b08fe311	02/06/2020
Plan for Positive Impact	Scanned from a Xerox Multifunction Printer.pdf	pdf	5e3c7b7d5b05c304785e6a25	02/06/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: Kathleen **Last Name:** Adams **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
Bylaws	HGA Operating Agreement.pdf	pdf	5e18df7d00f72d57285f0c5e	01/10/2020
Articles of Organization	Certificat of Org HGA.pdf	pdf	5e18f37fbb37d053183e11d2	01/10/2020
Secretary of Commonwealth - Certificate of Good Standing	Cerrt of Good Standing SOS.pdf	pdf	5e3b4b9864339304b08fe00c	02/05/2020
Department of Revenue - Certificate of Good standing	Cert number 35229 HGA DUA.pdf	pdf	5e3b4ba0d43df3043d4b7c25	02/05/2020
Department of Revenue - Certificate of Good standing	Certificate Good Standing HGA.pdf	pdf	5e3b4ba602a6e7045352b7af	02/05/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	DUA Certificate 2021.pdf	pdf	60a53718e067a90777b53129	05/19/2021
Department of Revenue - Certificate of Good standing	Dept of Rev. cert of good standing.pdf	pdf	60a7d8b95584fe07c3fa4bd0	05/21/2021
Secretary of Commonwealth - Certificate of Good	SEC STATE Good Standing	pdf	60abae215584fe07c3fa50bb	05/24/2021

Standing	2021.pdf

Massachusetts Business Identification Number: 001408761

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	HGA Business plan Q4-19.pdf	pdf	5e18cdd200f72d57285f0c11	01/10/2020
Plan for Liability Insurance	Compliance CMR935 500 105 (J) Insurance ltr.pdf	pdf	5e18ce44d74bf6532ea02ccc	01/10/2020
Proposed Timeline	Gantt HGA.xlsx - Project Tracker.pdf	pdf	5e3b57bc61c9e9045a79130e	02/05/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Record Keeping procedures	Copy of Record Keeping Policy.pdf	pdf	5e18d6ebfe65bd57507042c7	01/10/2020
Personnel policies including background checks	employee handbook.docx.pdf	pdf	5e18d717541f65570b949a01	01/10/2020
Policies and Procedures for cultivating.	HGA Cultivation Plan.docx (1).pdf	pdf	5e18d7f3f76dd253236e4821	01/10/2020
Qualifications and training	HGA Qual&Training.docx.pdf	pdf	5e18d7f4cb8cc6573ebd3bf2	01/10/2020
Inventory procedures	Inventory SOP.pdf	pdf	5e18d7f838abaf57497ad372	01/10/2020
Maintaining of financial records	maintain financial records - MOP.pdf	pdf	5e18d822fab70557127f21b1	01/10/2020
Prevention of diversion	Prevention of diversion - MOP.pdf	pdf	5e18d829cb8cc6573ebd3bf6	01/10/2020
Quality control and testing	Quality Control SOP.pdf	pdf	5e18d82e00f72d57285f0c40	01/10/2020
Restricting Access to age 21 and older	Restricting Access to age 21 and older.pdf	pdf	5e18d8430557385733b44195	01/10/2020
Security plan	HGA Security Plan.pdf	pdf	5e3c741164339304b08fe2db	02/06/2020
Storage of marijuana	Storage of marijuana - MOP.docx (1).pdf	pdf	5e3c74ebd29b0704447d65b2	02/06/2020
Transportation of marijuana	Transportation.pdf	pdf	5e3c74fe7b9883042b370fc5	02/06/2020
Diversity plan	Diversity_RFI_MPN281435.pdf	pdf	5e3c759f81ae16046bec7e11	02/06/2020

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 Understand

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 Agree

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 Agree

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

ADDITIONAL INFORMATION NOTIFICATION

Notifcation: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Until Massachusetts reopens it will be difficult to complete.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: The Employment questionaire will explain progress.

HOURS OF OPERATION

Monday From: Open 24 Hours	**Monday To:** Open 24 Hours
Tuesday From: Open 24 Hours	**Tuesday To:** Open 24 Hours
Wednesday From: Open 24 Hours	**Wednesday To:** Open 24 Hours
Thursday From: Open 24 Hours	**Thursday To:** Open 24 Hours
Friday From: Open 24 Hours	**Friday To:** Open 24 Hours
Saturday From: Open 24 Hours	**Saturday To:** Open 24 Hours
Sunday From: Open 24 Hours	**Sunday To:** Open 24 Hours

Cannabis Control Commission

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. 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(1).

Applicant

I, Kathleen Adams, (*insert name*) certify as an authorized representative of Hudson Growers Alliance LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Hudson (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 12.11.2019 (*insert date*).

Kathleen K Adams

Signature of Authorized Representative of Applicant

Host Community

I, Thomas Moses, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Hudson (*insert name of host community*) to certify that the applicant and Hudson (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on Dec. 11, 2019 (*insert date*).

Signature of Contracting Authority or
Authorized Representative of Host Community

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. 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(1).

I, Kathleen K. Adams, (*insert name*) attest as an authorized representative of Hudson Growers Alliance LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on 1.2.2020 (*insert date*).

2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on Thursday December 19th 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).*

3. A copy of the meeting notice was also filed on 12.23.19 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).

4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on 12.13.19 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

5. Information was presented at the community outreach meeting including:
    a. The type(s) of Marijuana Establishment 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 Marijuana Establishment to prevent diversion to minors;
    d. A plan by the Marijuana Establishment to positively impact the community; and
    e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

ATTACHMENT A

COMMUNITY NEWSPAPER COMPANY

GateHouse Media New England

Community Newspaper Co. – Legal Advertising Proof

15 Pacella Park Drive, Randolph, MA 02368 l800-624-7355 phone I 781-961-3045 fax

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Order Number: CN13857265

Salesperson: Carol Hoyen

Kathy Adams
Hudson Growers Alliance, LLC
5 Kane Industrial Dr.
Hudson, MA 01749

Title:	Marlboro Hudson	**Class:**	Legals
Start date:	12/19/2019	**Stop date:**	12/19/2019
Insertions:	1	**#Lines:**	20 ag
Price:	$41.82		

Payment Information

Receipt#
Pmt. Type:
CC. Number: **CC. Exp.:**
Invoice Total: $41.82

Community Outreach Public Notice

LEGAL NOTICE
Hudson Growers Alliance
Community Outreach Public Notice

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for January, 2nd 2020 at 7:00 pm at 5 Kane Industrial Dr, Second Floor. If needed, there is an elevator in the rear of the building to get up to the second floor. The proposed Marijuana Cultivator is anticipated to be located at 9 Kane Industrial Dr., Unit 2. Please come and join Hudson Growers Alliance, LLC to learn more about how we intend to support the community with this new venture. There will be an opportunity for the public to ask questions.

AD#13857265
Hudson Sun 12/19/19

ATTACHMENT B

HGA
Hudson Growers Alliance

Community Outreach Public Notice

To: Town of Hudson Selectman

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for January, 2nd 2020 at 7:00 pm at 5 Kane Industrial Dr, Second Floor. If needed, there is an elevator in the rear of the building to get up to the second floor. The proposed Marijuana Cultivator is anticipated to be located at 9 Kane Industrial Dr., Unit 2. Please come and join Hudson Growers Alliance, LLC to learn more about how we intend to support the community with this new venture. There will be an opportunity for the public to ask questions.

Signature: _____ Date: 12/23/19

Printed Name: Thomas Moses

ATTACHMENT B

HGA
Hudson Growers Alliance

Community Outreach Public Notice

To: Hudson Planning Board

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for January, 2nd 2020 at 7:00 pm at 5 Kane Industrial Dr, Second Floor. If needed, there is an elevator in the rear of the building to get up to the second floor. The proposed Marijuana Cultivator is anticipated to be located at 9 Kane Industrial Dr., Unit 2. Please come and join Hudson Growers Alliance, LLC to learn more about how we intend to support the community with this new venture. There will be an opportunity for the public to ask questions.

Signature: _____ Date: 12/23/19

Printed Name: T. Vickery

ATTACHMENT B

HGA
Hudson Growers Alliance

Community Outreach Public Notice

To: Hudson Town Clerk

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for January, 2nd 2020 at 7:00 pm at 5 Kane Industrial Dr, Second Floor. If needed, there is an elevator in the rear of the building to get up to the second floor. The proposed Marijuana Cultivator is anticipated to be located at 9 Kane Industrial Dr., Unit 2. Please come and join Hudson Growers Alliance, LLC to learn more about how we intend to support the community with this new venture. There will be an opportunity for the public to ask questions.

Signature: Joan m Wordell Date: 12-23-19

Printed Name: Joan m Wordell

RECEIVED & POSTED
DEC 23 2019
HUDSON TOWN CLERK

ATTACHMENT C

HGA
Hudson Growers Alliance

Community Outreach Public Notice

Dear [redacted], Trustee,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for January, 2nd 2020 at 7:00 pm at 5 Kane Industrial Dr, Second Floor. If needed, there is an elevator in the rear of the building to get up to the second floor. The proposed Marijuana Cultivator is anticipated to be located at 9 Kane Industrial Dr., Unit 2. Please come and join Hudson Growers Alliance, LLC to learn more about how we intend to support the community with this new venture. There will be an opportunity for the public to ask questions.

With respect to the properties located at 4 Kane Industrial Drive, 5 Kane Industrial Drive, 7 Kane Industrial Drive, 8 Kane Industrial Drive, 11 Kane Industrial Drive, 12 Kane Industrial Drive, and 15 Kane Industrial Drive the properties are owned by Kane Industrial Trust, which is the owner of the property where the marijuana establishment will be operated at 9 Kane Industrial Drive, Hudson, MA and as such, the owners are on actual notice of the usage of the property, have had an opportunity to learn how Hudson Growers Alliance, LLC will support the community and had the opportunity to ask questions. They were also notified of the Community Outreach Meeting and offered the opportunity to attend.

James Kane, Trustee

12/17/19
Date

ATTACHMENT C

ENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

35/ / 3/ /
[redacted]
7 BARTON RD
TOW , MA 01775

9590 9402 4187 8121 0435 28

Article Number *(Transfer from service label)*
17 2620 0000 4295 9862

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [redacted] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* [redacted] C. Date of Delivery 12/17/19

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

S Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

35/ / 1/ /
[redacted]
GWEN REALTY TRUST
566 MAIN ST
HUDSON , MA 01749

9590 9402 4187 8121 0435 04

2. Article Number *(Transfer from service label)*
017 2620 0000 4295 9848

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [redacted] ☐ Agent ☐ Addres

B. Received by *(Printed Name)* [redacted] C. Date of Deliv 12-14-1

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restr Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmatic
☐ Signature Confirmatic Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Rece

ENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

35/ / 4/ /
[redacted]
C/O SITEONE LANDSCAPE SUPPLY
575 MARYVILLE CENTRE DR, SUITE 500
ST LOUIS , MO 63141

9590 9402 4187 8121 0435 11

Article Number *(Transfer from service label)*
2620 0000 4295 9855

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [redacted] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

25/ / 46/ /
[redacted]
110 LORING RD
WESTON , MA 02193

9590 9402 4187 8121 0435 35

2. Article Number *(Transfer from service label)*
7017 2620 0000 4295 9879

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [redacted] ☐ Agent ☐ Address

B. Received by *(Printed Name)* C. Date of Delive

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restrk Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmatior
☐ Signature Confirmatior Restricted Delivery

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

HUDSON, MA 01749

OFFICIAL USE

Certified Mail Fee	$3.50
Extra Services & Fees (check box, add fee as appropriate)	$2.80
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.55
Total Postage and Fees	$6.85

0749 02

Postmark Here

DEC 13 2019

HUDSON MA

12/13/2019

Sent To [redacted]

Street and Apt. No., or PO Box No. 566 MAIN St.

City, State, ZIP+4® Hudson MA 0749

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

7017 2620 0000 4295 9862

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

STOW, MA 01775

OFFICIAL USE

Certified Mail Fee	$3.50
Extra Services & Fees (check box, add fee as appropriate)	$2.80
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.55
Total Postage and Fees	$6.85

0749 02

Postmark Here

DEC 13 2019

HUDSON MA 01749 USPS

12/13/2019

Sent To [redacted]

Street and Apt. No., or PO Box No. 193 Boston Rd

City, State, ZIP+4® STOW

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

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

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

SAINT LOUIS, MO 63141

OFFICIAL USE

Certified Mail Fee	$3.50
Extra Services & Fees (check box, add fee as appropriate)	$2.80
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.55
Total Postage and Fees	$6.85

0749 02

Postmark Here

DEC 13 2019

HUDSON MA

12/13/2019

Sent To [redacted]

Street and Apt. No., or PO Box No. 575 Marypville

City, State, ZIP+4® St. Louis MO

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

7017 2620 0000 4295 9879

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

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

WESTON, MA 02493

OFFICIAL USE

Certified Mail Fee	$3.50
Extra Services & Fees (check box, add fee as appropriate)	$2.80
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.55
Total Postage and Fees	$6.85

0749 02

Postmark Here

DEC 13 2019

HUDSON MA 01749 USPS

12/13/2019

Sent To [redacted]

Street and Apt. No., or PO Box No. 110 Loring Rd

City, State, ZIP+4® Weston

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

Attachment C

Plan to Comply with Local Codes and Ordinances
935 CMR 500.101(1)(a)10

A description of plans to ensure that the Marijuana Establishment is or will be compliant with local codes, ordinances, and bylaws for the physical address of the Marijuana Establishment which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

The applicant will comply with the Town of Hudson's Protective Zoning By-Laws and any other local requirements, including without limitation:

A. Site Plan Review by the Hudson Planning Board
Hudson Protective Zoning By-Law 7.1.7

B. Special Permit by the Hudson Zoning Board of Appeals (ZBA)
Hudson Protective Zoning By-Law 5.13 and 8.2

Per the Town of Hudson bylaws, the ZBA will not issue a special permit to a marijuana establishment until they have been granted a provisional license.

The special permit will stay with the entity as long as they operate in the same location. The entity does not have to renew the special permit unless changes are made to the property or the entity decides to leave.

C. Obtain required approval of Security Plan from the Hudson Chief of Police

D. Obtain required approval from the Hudson Board of Health

E. Obtain approvals from any other local authority as may be required by either the Hudson Planning Board or the Hudson Zoning Board of Appeals

Hudson Fire Department • Incident Report

NFIRS.1 **Exposure** 000 **Number** 210291 **Date** 2/3/2021
Location 9 KANE INDUSTRIAL DR HUDSON MA 01749

Incident Type 423 (Refrigeration leak)

Aid Given/Received N (No Aid Received. | No Aid Given.)

Alarm 2/3/2021 10:01:46 AM

Arrival 2/3/2021 10:03:08 AM

Last Unit Cleared 2/3/2021 10:29:24 AM

Actions taken 86 (Investigate)

Resources

Suppression:	3-Apparatus,	8-Personnel
EMS:	0-Apparatus,	0-Personnel
Other:	0-Apparatus,	0-Personnel

Estimated Dollar Losses and Values

LOSSES	Property: $	Contents: $
Pre-Incident VALUE	Property: $	Contents: $

Casualties

Fire Service:	0-Deaths,	0-Injuries
Civilian:	0-Deaths,	0-Injuries

Hazardous Materials Release N (NONE)

Property Use 599 (Business office) **Mixed Use** NN (Not mixed use)

Person / Entity Involved 9 KANE INDUSTRIAL DR HUDSON MA 01749

Officer-In-Charge	ID	Position/Rank	Assignment	Date
Exarhopoulos, MA	3680	Lieutenant	Engine Company	02/03/2021

Report Preparer	ID	Position/Rank	Assignment	Date
Exarhopoulos, MA	3680	Lieutenant	Engine Company	02/03/2021

Report Approver
Cariveau, SS

Apparatus / Resources (NFIRS-9)

ID	Persons	Assigned	Arrived	Cleared
ENG4	3	2/3/2021 10:01:46 AM	2/3/2021 10:07:36 AM	2/3/2021 10:29:18 AM
ENG5	3	2/3/2021 10:01:46 AM	2/3/2021 10:03:08 AM	2/3/2021 10:03:17 AM
T1	2	2/3/2021 10:01:46 AM	2/3/2021 10:07:38 AM	2/3/2021 10:29:24 AM

Personnel (NFIRS-10)

ID	Name	ID	Rank/Grade	Act-1	Act-2	Act-3	Act-4
ENG4	Collins, CC	3661	Firefighter/EMT	86			
ENG4	Exarhopoulos, MA	3680	Lieutenant	86			
ENG4	Schaeffer, K	3340	Firefighter/EMT	86			

ENG5	Carolan, JM	3259	Lieutenant	86
ENG5	Galafaro, J	4295	Firefighter/EMT	86
ENG5	Magdaleno, RB	1392	Firefighter/EMT	86
T1	Blood, JP	3262	Firefighter/EMT	86
T1	Chaves, JR	2730	Firefighter/EMT	86

Remarks Full response for a fire alarm activation. E5 U/A workers stated refrigerant leak from an AC unit. Leak was shut off by workers. . Building metered for Oxygen displacement. O2 levels stable. T1 on scene. E4 responding from medical. Building was self ventilated, and hazard was mitigated by workers on scene. All crews clear and returning.

Hudson Fire Department • Incident Report

NFIRS.1 **Exposure** 000 **Number** 210428 **Date** 2/18/2021
Location 9 KANE INDUSTRIAL DR HUDSON MA 01749

Incident Type 745 (Alarm system activation, no fire - unintentional)

Aid Given/Received N (No Aid Received. | No Aid Given.)

Alarm 2/18/2021 3:54:36 PM

Arrival 2/18/2021 3:59:32 PM

Last Unit Cleared 2/18/2021 4:04:55 PM

Actions taken 86 (Investigate)

Resources

Suppression:	3-Apparatus,	8-Personnel
EMS:	0-Apparatus,	0-Personnel
Other:	0-Apparatus,	0-Personnel

Estimated Dollar Losses and Values

LOSSES	Property: $	Contents: $
Pre-Incident VALUE	Property: $	Contents: $

Casualties

Fire Service:	0-Deaths,	0-Injuries
Civilian:	0-Deaths,	0-Injuries

Hazardous Materials Release N (NONE)

Property Use 700 (Manufacturing, processing) **Mixed Use** NN (Not mixed use)

Officer-In-Charge	ID	Position/Rank	Assignment	Date
Harrington, BA	3132	Lieutenant	Engine Company	02/18/2021

Report Preparer	ID	Position/Rank	Assignment	Date
Harrington, BA	3132	Lieutenant	Engine Company	02/18/2021

Report Approver
Cariveau, SS

Apparatus / Resources (NFIRS-9)

ID	Persons	Assigned	Arrived	Cleared
ENG4	3	2/18/2021 3:54:36 PM	2/18/2021 3:59:40 PM	2/18/2021 4:04:50 PM
ENG5	3	2/18/2021 3:54:36 PM	2/18/2021 3:59:32 PM	2/18/2021 4:04:55 PM
T1	2	2/18/2021 3:54:36 PM	2/18/2021 3:59:37 PM	2/18/2021 4:04:53 PM

Personnel (NFIRS-10)

ID	Name	ID	Rank/Grade	Act-1	Act-2	Act-3	Act-4
ENG4	Fischer, JW	5037	Firefighter/EMT				
ENG4	Harrington, BA	3132	Lieutenant				
ENG4	O'Hare, RT	2535	Firefighter/EMT				
ENG5	Dome, BC	4293	Firefighter/EMT				
ENG5	Lazuka, CA	3285	Firefighter/EMT				
ENG5	White, JE	3264	Lieutenant				
T1	Devoe, CM	3742	Firefighter/EMT				

T1	Prest, KA	3167	Firefighter/EMT

Remarks E4, E5, T1 dispatched to 9 Kane Industrial Dr for the alarm recd. En route Car 1 states its most likely a CO2 alarm and suggests canceling E5, T1. E4 continued in and found nothing showing, bldg evacuated. Business owner is on scene and states the CO2 alarm is going off but the levels are well under (700 ppm) the allowable limits of 5000ppm. E4 silenced the alarm and tried for a reset, would not hold. Business owner is the phone with alarm company who states they are on their way to fix the issue. E4 left F/A panel in trouble and advised they call back if they need help with the panel.

Hudson Fire Department • Incident Report

NFIRS.1 **Exposure** 000 **Number** 210397 **Date** 2/15/2021
Location 9 KANE INDUSTRIAL DR HUDSON MA 01749

Incident Type 745 (Alarm system activation, no fire - unintentional)

Aid Given/Received N (No Aid Received. | No Aid Given.)

Alarm 2/15/2021 11:09:52 AM

Arrival 2/15/2021 11:16:05 AM

Last Unit Cleared 2/15/2021 12:02:36 PM

Actions taken 86 (Investigate)

Resources

Suppression:	1-Apparatus,	3-Personnel
EMS:	0-Apparatus,	0-Personnel
Other:	0-Apparatus,	0-Personnel

Estimated Dollar Losses and Values

LOSSES	Property: $	Contents: $
Pre-Incident VALUE	Property: $	Contents: $

Casualties

Fire Service:	0-Deaths,	0-Injuries
Civilian:	0-Deaths,	0-Injuries

Hazardous Materials Release N (NONE)

Property Use 700 (Manufacturing, processing) **Mixed Use** NN (Not mixed use)

Owner 9 KANE INDUSTRIAL DR HUDSON MA 01749

Person / Entity Involved Hudson Growth Alliance (617)281-6859 • Aslan Zadeh
9 KANE INDUSTRIAL DR HUDSON MA 01749

Officer-In-Charge	ID	Position/Rank	Assignment	Date
LaBossiere, MJ	3260	Lieutenant	Engine Company	02/15/2021

Report Preparer	ID	Position/Rank	Assignment	Date
LaBossiere, MJ	3260	Lieutenant	Engine Company	02/15/2021

Report Approver
Cariveau, SS

Apparatus / Resources (NFIRS-9)

ID	Persons	Assigned	Arrived	Cleared
ENG4	3	2/15/2021 11:09:52 AM	2/15/2021 11:16:05 AM	2/15/2021 12:02:36 PM

Personnel (NFIRS-10)

ID	Name	ID	Rank/Grade	Act-1	Act-2	Act-3	Act-4
ENG4	Blais, B	4292	Firefighter/EMT	86			
ENG4	LaBossiere, MJ	3260	Lieutenant	86			

ENG4	Prockett, DC	2526	Firefighter/EMT	86

Remarks Call received direct to HQ prior to being dispatched to the listed address for a FA activation. Caller reporting that contractors on scene created dust setting off alarm. Reduced assignment to E-4 only. U/A confirmed accidental. Front entry way smoke detector. Work in that area was done for the day. Reset system and it held. E-4 cleared.

Plan to Positively Impact Areas of Disproportionate Impact
935 CMR 500.101(1)(a)11

Hudson Grower's Alliance (HGA) (the "Company") is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following plan to positively impact the community as dictated by 935 CMR 500.101(1)(a)(2)(d)(iv) and 935 500.101(1)(a)(4), which require the Company to detail a plan to positively impact the surrounding community including areas of disproportionate impact as defined by the Cannabis Control Commission (the "Commission") under 935 CMR 500.002. The Commission identifies five (5) particular populations falling within areas of disproportionate impact including. Of these five (5) identified populations, the Company specifically seeks to positively engage Massachusetts residents who have past drug convictions and Commission-designated participants of the state's Social Equity Program.

Goals

1. Promote sustainable and socially restorative practices by the cannabis industry in Massachusetts by participating in community clean-up and volunteer opportunities in areas of disproportionate impact. Hudson Growers Alliance (HGA) will participate in two volunteer opportunities in Worcester's areas of disproportionate impact as defined by the CCC. As our business grows and we have adequate resources and the ability to volunteer more we are going to strive to attend a minimum of four events a year.
2. HGA will host a program partnered with a legal help organization designed to help expunge as many people affected by the war on drugs as possible.
3. HGA will provide access and introduction to potential sources of capital for social equity and economic empowerment applicants and operators.

Programs

1. HGA will work with The Boys & Girls Club of Worcester, whose mission is to help youth, especially those who need us most, develop the qualities needed to become responsible citizens and community leaders, through caring professional staff who forge relationships with our youth members and influence their ability to succeed in life. The Boys & Girls Club of Worcester is located in Worcester and serves all areas of Worcester including the areas defined by the CCC as areas of disproportionate impact. HGA will participate in two volunteer events per year as a company to help support the areas that have been disproportionately affected by the war on drugs in Worcester. We will participate in events that will require at

least a half-day of volunteering (4 hrs). HGA plans to work The Boys & Girls Club of Worcester to help clean up their grounds and facilities so that all their members and staff can focus on their mission of positively impacting the lives of those that need it most.

2. HGA will Provide educational sessions and record sealing/expungement services for people affected by the war on drugs twice a year. HGA will partner with a legal help organization to receive leads for underserved people that may need legal help with their past marijuana conviction. These sessions will have the specific goal of educating disproportionately harmed people on the steps necessary to expunge their records of prior marijuana charges. These charges must be for possession of marijuana and the cases must only involve 2 ounces or less of marijuana with no intent to distribute.
3. Once HGA has paid back its investments and become a profitable company we pledge to give 1% of our net profit to social equity and economic empowerment applicants in the form of low-interest loans.

Measurements

1. HGA will track our sustainable and socially reparative practices by attending 2 events we have pledged to be involved with. As our company grows we intend to increase the number of events we will intend to eventually reach our goal of attending at least one event a quarter. We will present the success and progress of our plan to the CCC upon the renewal of our license each year.
2. HGA will Provide educational sessions and record sealing/expungement services for people affected by the war on drugs twice a year. At a minimum, HGA will help assist in seal/expunge 5 cases per year.
3. HGA will be able to measure success by the percentage of monies loaned plus the differential between a standard loan and our low-interest loans. The total amount given to social equity and economic empowerment applicants in a given year.

Additional Requirements

HGA acknowledges and is aware, and will adhere to the requirements set forth in 935 CMR 500.105 (4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken, or programs instituted, will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

Plan Evaluation

HGA will always be evaluating this plan and will take suggestions to improve this plan and promote the positive impact of cannabis companies throughout these communities.

BOYS & GIRLS CLUB
OF WORCESTER
65 TAINTER ST., WORCESTER, MA 01610
FOUNDED 1889

Liz Hamilton
65 Boys and Girls Club Way
Worcester, MA 01610
508-754-2686
lhamilton@bgcworcester.org

January 3, 2020

Kathleen Adams, Manager
Hudson Growers Alliance, LLC
5 Kane Industrial Dr.
Hudson, MA 01749

Dear Ms. Adams,

Our Mission is to help youth, especially those who need us most, develop the qualities needed to become responsible citizens and community leaders, through caring professional staff who forge relationships with our youth members and influence their ability to succeed in life.

The Boys and Girls Club of Worcester accepts volunteers from the Hudson Growers Alliance, LLC per the guidelines below:

- Volunteers may engage with the Club, however, there will be no media/social media featuring the volunteers at the Club,
- Volunteers must abide by the Club's rules/code of conduct – no using marijuana on premises or coming impaired, etc.
- Volunteers may not wear any clothes of the company (company logo or other promotions) to the Club.

Best Regards,

Liz Hamelth

Liz Hamilton
Executive Director

OPERATING AGREEMENT

OF

HUDSON GROWERS ALLIANCE, LLC

A MASSACHUSETTS LIMITED LIABILITY

COMPANY

AS OF JANUARY 10, 2020

OPERATING AGREEMENT
OF
HUDSON GROWERS ALLIANCE, LLC

This Agreement, made and entered into as of the 10th day of January, 2020, by **KATHLEEN KANE ADAMS,** of 81 Hudson Avenue, Hudson, Middlesex County, Commonwealth of Massachusetts(such parties hereinafter individually referred to as a "Member" and collectively, with any future added members, as "Members").

WITNESSETH:

WHEREAS, the parties hereto desire to form a limited liability company (hereinafter referred to as the "Company") upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, it is agreed by the parties hereto as follows:

ARTICLE I

BASIC STRUCTURE

1.1 Form

On January 10, 2020, the Company was formed through the execution and delivery of a Certificate of Organization to the Office of the Secretary of the Commonwealth of Massachusetts (the "Secretary") in accordance with and pursuant to the Massachusetts Limited Liability Company Act (the "Act").

1.2 Name

The business of the Company shall be conducted under the name of **HUDSON GROWERS ALLIANCE, LLC**.

1.3 Place of Business

The principal place of business of the Company shall be 9 Kane Industrial Drive, Unit 2, Hudson, Middlesex County, Commonwealth of Massachusetts. The Company may locate its place of business and registered office at any other place or places as the Managers may from time to time deem advisable.

1.4 Registered Office and Registered Agent

The Company's initial registered office shall be at the office of its registered agent at 5 Kane Industrial Drive, Hudson, Middlesex County, Commonwealth of Massachusetts, and the name of its initial registered agent at such address shall be **KTHLEEN KANE ADAMS**. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Secretary pursuant to the Act.

1.5 Term

The term of the Company commenced upon the filing of the Certificate of Organization with the Secretary and shall continue in perpetuity.

1.6 Purposes--General

The purposes for which the Company is organized are:

(a) To engage in the business of botanical cultivation nutritional for profit, and to engage in any and all activities related thereto.

(b) To accomplish any lawful business purpose or activity whatsoever, whether or not for profit or which shall at any time appear conducive to or expedient for the protection or benefit of the Company (with the exception of the business of granting policies of insurance or assuming insurance risks or banking).

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

(d) To engage in all activities as are necessary, customary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

ARTICLE II

FINANCIAL ARRANGEMENTS

2.1 Initial Contributions of Member

The Member shall, within ninety (90) days of execution of this Agreement, contribute to the initial capital of the Company property in the amount and form indicated on Schedule A attached hereto and made a part hereof. Capital contributions to the Company shall not earn interest. An individual capital account shall be maintained for each Member.

In the event a Member does not make the required contribution, the obligation shall become a demand promissory note due and payable to the Company which shall accrue interest at a rate of seven

percent (7%) per annum until paid in full and such Member shall have no right to vote until such required contribution is made.

No Member shall have the right to demand the return of his capital contributions except as herein provided.

2.2 Additional Capital Contribution

(a) Unless otherwise agreed by all Members, no Member shall be required to make an additional capital contribution to the capital of this Company. Any Member who voluntarily expends money on behalf of the Company and in furtherance of Company purposes shall be deemed to have made a loan to such Company, which loan shall accrue interest at an annual rate of seven percent (7%), compounded annually which principal and interest shall have priority over any and all other sums owed to or payable to the Member(s).

(b) The Managers shall be permitted to obtain additional financing through any form necessary in the amount required, on such terms and conditions as it in its sole discretion deems appropriate, from third parties. In connection with any financing which permits the admission of additional Members, the Percentage Interests of the Members shall be diluted proportionately, based on their respective Percentage Interests immediately prior to any such dilution. Without in any way limiting the foregoing, the interest of any third party admitted to the Company pursuant to this Section in the Net Profits, Net Losses and distributions of cash or property of any nature may have such priority or priorities in relationship to the interests therein of the other Members as the Managers may in its sole discretion determine.

(c) The designated Preferred Units may be issued in one or more series at such time or times and for such consideration or considerations as the Managers of the Company may determine. Each series shall be so designated as to distinguish the units thereof from the units of all other series and classes. The relative preferences, powers, qualifications, rights and privileges accompanying such units may be determined by the Managers of the Company.

(d) Each Member, and each person who is hereinafter admitted to the Company as a Member, hereby (i) consents to the admission of any such third party on such terms as the Managers may determine and to any amendment to this Agreement that may be necessary or appropriate to reflect the admission of any such third party and the terms on which the third party invests in the Company; and

(ii) acknowledges that, in connection with any admission of any such third party, such Member's interest in allocations of Net Profits and Net Losses and distributions of cash and property of the Company, and net proceeds upon liquidation of the Company, may be diluted or otherwise altered.

2.3 Units; Capital Interests of Members

The Company has established and authorized for issuance: (i) 100,000 Common Units and (ii) 100,000 Preferred Units. The Members have each contributed to or have otherwise been credited with contributions to the capital of the Company as set forth in Schedule A.

In the event that an additional Member or Substitute Member is admitted to the Company, or if an additional Capital Contribution is made by or on behalf of a Member, Schedule A shall be amended by the Managers to reflect the Capital Contribution and Units of such additional Member or Substitute Member or the increased Capital Contribution of a Member and, if applicable, any adjustment to the Members' Percentage Interests.

The Capital Interest of each Member shall be equal to the percentage that the sum of Common Units and Preferred Units that such Member holds represents to the sum of all Common Units and Preferred Units held by all Members.

2.4 Interim Distributions

Distributions to the Members of cash or assets of the Company shall be made at such times as the Managers shall reasonably determine. Such distributions shall be made to all Members simultaneously. The amount of any in-kind distribution shall be the property's then Fair Market Value. Interim distributions shall be made taking into account any preferred or other senior distribution rights, with any distributions beyond those made to preferred or senior distributions being made pro-rata to the Members in accordance with their Capital Interest in the Company.

2.5 Evidence of Ownership

The Company may issue one or more certificates to the Members that evidence their ownership interest in the Company. Such certificates may show each Member's Capital Interest in the Company in Units. Any one Manager of the Company may sign such certificates.

2.6 Limitation of Liability

A Member shall not be liable to the Company or to any other Member for any loss or damage sustained by the Company, any other Member, or any Manager unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct or a wrongful taking by the Member.

Each Member's liability shall be limited as set forth in this Agreement, the Act and other applicable law.

ARTICLE III

MANAGEMENT

3.1 General

Subject to the provisions of this Agreement, including, without limitation, Section 3.4, the overall management and control of the business and affairs of the Company shall be vested in the Managers.

All Managers shall have the right to vote on a per capita basis as to the management and conduct of the business of the Company. Except as otherwise herein set forth, the following decisions of the Managers shall control: (1) if there is only one Manager, such Manager's decision shall control, (2) if there are only two Managers, the unanimous decision of the Managers shall control, and (3) if there are more than two Managers, the decision of a majority of the Managers shall control. **KATHLEEN K. ADAMS** shall cast the deciding vote which shall be final and binding on all the Managers. Any such decision, approval, action, consent or matter shall be taken at a meeting or teleconference of the requisite number of Managers, or by a writing executed by such requisite number of Managers. Any action taken by the Managers pursuant to this Section, must be undertaken in good faith, in the best interest of the Company and its Members and subject to fiduciary standards imposed under applicable state and judicial law.

All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Managers, and the Members shall have no voting rights except as specifically provided in this Agreement. Each Manager shall devote such time to the affairs of the Company as may be reasonably necessary for performance by the Manager of his, her or its duties hereunder, provided such persons shall not be required to devote full time to such affairs.

Specifically, but not by way of limitation, and subject to all other provisions of this Agreement (including without limitation, Sections 3.4 and 3.7), the Managers shall be authorized in the name of and on behalf of the Company, or in its own name and on its own behalf, as appropriate, to do all things necessary or appropriate to carry on the business and purposes of the Company, including, without limitation, the following:

(i) to acquire by purchase, lease, exchange or otherwise; and to sell, finance, refinance, encumber and otherwise deal with, any real or personal property;

(ii) to borrow money and issue evidences of indebtedness, or to guarantee loans and to secure the same by mortgage, deed of trust, pledge or other lien on any assets or property of the Company, and to pay, prepay, extend, amend or otherwise modify the terms of any such borrowings;

(iii) to employ executive, administrative and support personnel in connection with the business of the Company; to pay salaries, expense reimbursements, employee benefits, fringe benefits, bonuses

and any other form of compensation or employee benefit to such persons and entities, at such times and in such amounts as may be determined by the Managers in their sole discretion; and to reimburse the Managers for expenses incurred by them (directly or indirectly) to provide executive, administrative and support services in connection with the business of the Company;

(iv) to hire or employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and operations of the Company; and to pay fees, expenses, salaries, wages and other compensation to such persons;

(v) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as it may determine and upon such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the Company;

(vi) to determine the appropriate accounting method or methods to be used by the Company;

(vii) to cause the Company to make or revoke any of the elections referred to in I.R.C. §§ 108, 704, 709, 754 and 1017 and any similar provisions enacted in lieu thereof, and in any other section of the Code;

(viii) to establish and maintain reserves for such purposes and in such amounts as it deems appropriate from time to time;

(ix) to pay all organizational expenses and general and administrative expenses of the Company;

(x) to deal with, or otherwise engage in business with, or provide services to and receive compensation therefor from, any person who has provided or may in the future provide any services to, lend money to, sell property to or purchase property from the Company, including, without limitation, any Member or Manager;

(xi) to engage in any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Company;

(xii) to pay any and all fees and to make any and all expenditures that the manager, in its sole discretion, deems necessary or appropriate in connection with the organization of the Company, the offering and sale of membership interests in the Company, the management of the affairs of the Company, and the carrying out of the Company's obligations and responsibilities under this Agreement, including, without limitation, fees, reimbursements and expenditures payable to a Member or Manager;

(xiii) to exercise all powers and authority granted by the Act to managers, except as otherwise provided in this Agreement;

(xiv) to cause the Company and its properties and assets to be maintained and operated in such a manner as the Managers may determine; subject, however, to obligations imposed by applicable laws or by any mortgage or security interest encumbering the Company and such properties and assets from time to time, and by any lease, rental agreement or other agreement pertaining thereto;

(xv) to cause to be obtained and continued in force all policies of insurance required by any mortgage, lease or other agreement relating to the Company's business or any part thereof, or determined by the Managers to be in the best interests of the Company;

(xvi) to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed on any of the assets of the Company unless the same are contested by the Managers; and

(xvii) to perform any other act the Managers may deem necessary, convenient or desirable for the Company or the conduct of the Company's business.

Subject to Section 3.4, below, the Managers shall be authorized, in the name and on behalf of the Company, to hire, employ, deal with, and otherwise engage in business with, itself or any of its Affiliates to the extent the Managers determines to do so in their sole discretion.

3.2 Managers

The Members have elected to appoint **KATHLEEN KANE ADAMS** as the initial Managers of the Company. A Manager shall serve until his or her successor is elected.

3.3 Managers as Members

Any Manager may hold an interest in the Company as a Member, and such person's rights and interest as a Manager shall be distinct and separate from such person's rights and interest as a Member.

3.4 Member Approval Requirements

Notwithstanding the provisions of Section 3.1, without the prior written Consent of the Members, the Managers shall not cause the Company to (and the Company shall not) take either of the following actions:

(i) to sell all or substantially all of the assets of the Company**;** or

(ii) to cause the Company to enter into any agreement or arrangement with any Manager or an Affiliate of any Manager, pursuant to which any Manager or any of such Affiliates is to receive compensation of any kind**;** or

(iii) to expend more than Fifty Thousand Dollars on any expense or transaction to be undertaken by the Company.

3.5 Binding the Company

The signature of one Manager on any agreement, contract, instrument or other document shall be sufficient to bind the Company in respect thereof, and conclusively evidence the authority of such Manager and the Company with respect thereto, and no third party need look to any other evidence or require the joinder or consent of any other party.

3.6 Compensation of Managers and Members.

(a) The initial compensation for the Manager, **KATHLEEN KANE ADAMS,** shall be a maximum of Twenty-Five Thousand Dollars ($25,000.00) per year as agreed to by the Managers. Either shall have the right to defer such compensation.

(b) The salaries and other compensation of the Managers shall be fixed from time to time by an affirmative vote of Members owning more than fifty percent (50%) of the Capital Interests in the Company, and no Manager shall be prevented from receiving such salary by reason of the fact that he or she is also a Member of the Company. Each Manager shall be entitled to reimbursement from the Company for all expenses incurred by such Manager in managing and conducting the business and affairs of the Company.

3.7 Contracts with Members

Subject to the provisions of Section 3.4(ii), with the approval of the Managers in each case, the Company may engage in business with, or enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the Company**,** of goods, services or space with any Member or Affiliate of a Member, and may pay compensation in connection with such business, goods, services or space, provided in each case the amounts payable thereunder are reasonably comparable to those that would be payable to unaffiliated persons under similar agreements, and, if the Managers determine in good faith that such amounts are so comparable, such determination shall be conclusive absent manifest error.

3.8 Resignation

Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

3.9 Removal

At a meeting called expressly for that purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by the decision of Members owning more than fifty percent (50%) of the Capital Interests in the Company. The removal of a Manager who is also a

Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member unless the removal was for "cause". In such a case, the Member shall be deemed to have withdrawn from the Company. "Cause" shall mean proven embezzlement, intoxication or illegal drug use (specifically excluding the use of cannabis) which materially interferes with job performance, unexcused absenteeism in excess of two times normal Company policy, wrongful disclosure of Company's confidential information, conflict of interest, gross insubordination, or conviction of a felony adversely affecting the ability of the Manager to carry on his or her normal duties.

3.10 Vacancies

Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of a majority of the remaining Managers then in office, provided that if there are no remaining Managers, the vacancy(ies) shall be filled by the affirmative vote of other Members owning more than fifty percent (50%) of the Capital Interests in the Company. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by the affirmative vote of a majority of the Managers then in office or by an election at a special meeting of Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and shall hold office until expiration of such term and until his successor shall be elected and shall qualify or until his earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until his successor shall be elected and shall qualify, or until his earlier death, resignation or removal.

3.11 Exculpation and Indemnification; Fiduciary Duty

(a) The Members' respective obligations to each other are limited to the express obligations described in this Agreement, which obligations the Members shall carry out with ordinary prudence and in a manner characteristic of businesspersons in similar circumstances.

(b) No Manager or their Affiliate shall have any liability to the Company or to any Member for any loss suffered by the Company that arises out of any action or inaction of any Manager or their Affiliate, if such Manager or their Affiliate, as the case may be, in good faith, determined that such course of conduct was in the best interests of the Company**,** and such course of conduct did not constitute gross negligence or willful misconduct of such Manager or their Affiliate.

(c) Each Manager or their Affiliate shall be indemnified by the Company against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it with respect to actions taken by such Manager or their Affiliate on behalf of the Company**,** provided that no indemnification shall be provided for any person with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith, in the reasonable belief that his or her action was in the best interests of the Company**.**

Without limiting the foregoing, the Company shall cause such indemnification to include payment by the Company of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the

person indemnified to repay such payment if he or she shall be adjudicated not to be entitled to indemnification under this Section 3.11, which undertaking may be accepted without reference to the financial ability of such person to make repayment. Any indemnification to be provided hereunder shall be provided even if the person to be indemnified is no longer a Manager or an Affiliate.

(d) Any indemnity under this Section 3.11 shall be paid from, and only to the extent of, Company assets, and no Member shall have any personal liability on account thereof.

3.12 Other Activities

(a) Except as provided in Section 3.12(b), below, the Members, Managers and any Affiliates of any of them, may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others. Neither the Company nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

(b) The Members and Mangers agree to devote their full professional effort and attention to the business of the Company (and its subsidiaries, affiliates, or related entities) and the performance of their obligations under this Agreement, and will at all times faithfully, industriously and to the best of their ability, experience and talent, perform all of their obligations hereunder. Further, no Member or Manager shall, without the prior Consent of the other Members, directly or indirectly, whether as owner, shareholder, partner, investor, consultant, agent, employee, independent contractor, independent practitioner, co-venturer or otherwise, engage in any business that is competitive with Company, or undertake any planning for any such activity during the term of this Agreement. Further, no Member or Manager shall, without the prior Consent of the other Members, directly or indirectly, induce, persuade, solicit or otherwise encourage any employee of the Company to discontinue employment with the Company or to be employed elsewhere.

ARTICLE IV

MEETINGS OF MEMBERS

4.1 Resignation

A Member may not voluntarily resign or withdraw from the Company prior to the dissolution and winding up of the Company, except as otherwise provided for in this Agreement or by the Act. A voluntary resignation or withdrawal shall be a violation of this Agreement, but in lieu of the distribution provided for by the Act, the resigning or withdrawing Member shall be paid an amount equal to the Member's then Capital Account balance.

4.2 Additional Members

Additional Members may be admitted only with the consent of all Members.

4.3 Removal of a Member

At a meeting called expressly for that purpose, a Member may be removed for Cause at any time by the decision of all Members. A removal of a Member shall be deemed a voluntary resignation or withdrawal and the provisions set forth in the above Section 4.1 shall apply. "Cause" shall mean proven embezzlement, intoxication or illegal drug use (specifically excluding the use of cannabis) which materially interferes with job performance, absenteeism in excess of two times normal Company policy, wrongful disclosure of Company's confidential information, conflict of interest, gross insubordination, or conviction of a felony adversely affecting the ability of the Member to carry on his normal duties.

4.4 Annual Meeting Not Required

No annual meetings shall be required, except as may be required by applicable law.

4.5 Special Meetings

Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by majority vote of the Managers or by the Members owning fifty percent (50%) of the Capital Interests in the Company.

4.6 Place of Meetings

The Members may designate any place, either within or outside the Commonwealth of Massachusetts as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company.

4.7 Notice of Meetings

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

4.8 Meeting of all Members

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

4.9 Record Date

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

4.10 Quorum

Members owning fifty percent (50%) of the Capital Interests in the Company, represented in person, by telephone or electronic presence (including any video or audio conference connection such as Skype, GoToMeeting, etc.), or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Capital Interests so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to all affected Members. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Capital Interests whose absence would cause less than a quorum.

4.11 Manner of Acting

If a quorum is present (other than in the case of dissolution), the decision of Members owning more than fifty percent (50%) of the Capital Interests in the Company present or represented or entitled to vote and voting on such matter shall be the act of the Members unless the vote of a greater or lesser proportion or number is otherwise required by the Act, the Certificate of Organization, or this Agreement. Unless otherwise expressly provided herein or required under applicable laws, Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote or consent may vote or consent upon any such matter and their Capital Interests, vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Members.

4.12 Proxies

At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

4.13 Action by Members Without a Meeting

Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when written consents setting forth the action or actions so taken signed by the owners of more than fifty percent (50%) of the Capital Interests (or such higher percentage as may be specified elsewhere in this Agreement) are obtained by the Company from the Members entitled to vote, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent. Any action by taken by the Members without a meeting shall be effective only if all signed written consents are received by the Company within 90 days of the date the first consent is signed.

4.14 Waiver of Notice

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

ARTICLE V

DISSOLUTION

5.1 General

The Company shall have a perpetual existence, but the Company shall be dissolved upon the affirmative vote or written consent of all the Capital Interests of the Company.

5.2 Dissolution Distributions

In the event that the Company shall hereafter be dissolved for any reason whatsoever, a full and general account of its assets, liabilities, and transactions shall at once be taken. Such assets may be sold and turned into cash as soon as possible and all debts and other amounts due the Company collected. The proceeds thereof shall thereupon be applied as follows:

(a) To discharge the debts and liabilities of the Company and the expenses of liquidation;
(b) To pay each Member or his or her legal representative or its assignee any unpaid salary, drawing account, interest, or profits to which he shall then be entitled and in addition, to pay to any Member his interim distributions, preferred distributions or distribution due upon resignation, if any, and;
(c) To divide the surplus, if any, among the Members, or their representatives, respecting their interests in the Company in the proportions in which the Members share in distributions.

5.3 Filing of Certificate of Cancellation

As soon as possible following the occurrence of any of the events specified effecting the dissolution of the Company, the appropriate representative of the Company shall execute a Certificate of Cancellation in such form as shall be prescribed by the Secretary and file same with the Secretary.

When all debts, liabilities, and obligations have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets have been distributed to the Members, a Certificate of Cancellation shall be executed in duplicate and verified by the person signing such certificate, which certificate shall set forth the information required by the Act. Duplicate originals of such Certificate of Cancellation shall be delivered to the Secretary.

5.4 Effect of Certificate of Cancellation

Upon the filing of the Certificate of Cancellation, the Company shall cease to carry on its business and its existence shall cease, except insofar as may be necessary for the winding up of its business or for the purpose of suits, other proceedings, and appropriate action as provided in the Act. The Managers shall have authority to distribute any Company property discovered after dissolution, convey real estate, and take such other action as may be necessary on behalf of and in the name of the Company.

5.5 Right to Demand Property

No Member shall have the right to demand and receive property in kind for his, her, or its distribution.

5.6 No Members

In the event there are no Members, the Company shall not be dissolved and the personal representatives of the last remaining Member shall be obligated to continue the company and such personal representatives or its nominee or designee shall be admitted to the Company effective as of the occurrence of the event that terminates the continuous membership of the last remaining Member.

5.7 Death and Retirement not an Event of Dissolution

The death, insanity, declaration of incompetency by a court of competent jurisdiction, retirement, resignation, expulsion, bankruptcy, or dissolution of any Member or the occurrence of any other event that terminates the continued membership of any Member (including an assignment to a former spouse incident to divorce) shall not cause the Company to be dissolved or its affairs to be wound up, and upon the occurrence of any such event, the Company shall be continued without dissolution.

ARTICLE VI

TRANSFERABILITY

6.1 General

Except in the case of a permitted transfer, as hereinafter provided in Section 6.3, a Member may not sell, transfer, gift or otherwise exchange a Membership Interest in the Company except with the consent of all Members, provided, however, a Membership Interest is assignable but the assignee of a Member's interest shall have no right to participate in the management of the business and affairs of the Company, except upon the approval of all of the Members of the Company other than the Member assigning the Company interest. This clause shall not apply to the assignment of a Membership Interest by a Member of a single member limited liability company but shall apply from and after the first transfer of a Membership Interest, at death, by gift, assignment or otherwise, whereupon the Company becomes a multi-member limited liability company.

An assignment of a Company interest does not entitle the assignee to become or to exercise any rights or powers of a Member; an assignment of a Company interest only entitles the assignee to share in such profits and losses, to receive such distribution or distributions, and to receive such allocation of income, gain, loss, deduction, or credit or similar item to which the assignor was entitled, to the extent assigned (an "Economic Interest"); and a Member ceases to be a Member and to have the power to exercise any rights or powers of a Member upon the voluntary assignment of all of the Member's Company interest.

The pledge of, or granting of a security interest, lien or other encumbrance in or against, any or all of the Company interest of a Member except with the consent of all Members, shall be prohibited.

6.2 Right of Assignee to Become Member

(a) An assignee of a Member's interest may become a Member upon the approval of all of the Members of the Company, however no consent is required from a Member who has voluntarily assigned his, her, or its interest.

(b) An assignee who has become a Member has, to the extent assigned, the rights and powers, and is subject to the same restrictions and liabilities of the assignor under this Agreement and the Act. Notwithstanding the foregoing, an assignee who becomes a Member is liable for the obligations of the assignor to make contributions but is not obligated for liabilities, including the obligations of the assignor to make contributions unknown to the assignee at the time the assignee became a Member and which could not be ascertained from this Agreement.

(c) Whether or not an assignee of a Company interest becomes a Member, the assignor is not released from liability to the Company.

6.3 Permitted Transfers

Notwithstanding the foregoing, a Member may, without consent, transfer his or her interest in the Company to the following, which shall be referred to as a "Permitted Transferee":

(i) a revocable trust for the primary benefit of the Member's family, of which the transferor is the Donor and a Trustee thereof;
(ii) a Member of the transferor's family or to any trust in which the transferor's family as defined herein are the primary beneficiaries upon such Member's death; or
(iii) in the event that a Member is a trust, to the trust beneficiaries in accordance with the trust provisions related to distributions of trust assets.

Any transfer to a Permitted Transferee shall be effective only upon such Permitted Transferee's agreement in writing to be bound by the terms of this Agreement. Such agreement must be submitted to the Company within twenty (20) days of its effective date. The transferor's family shall mean the Member's then current spouse and the Member's lineal descendants. Any transfer, other than a transfer permitted under this Section 6.3, shall be considered an assignment of the Member's interest.

6.4 Death or Incompetency of a Member

If a Member who is an individual dies or a court of competent jurisdiction adjudges the Member to be incompetent to manage the Member's person or property, the Member's personal representative may exercise all of the Member's rights for the purpose of settling the Member's estate or administering the Member's property including the power of an assignee to become a Member to the extent permitted in this Agreement. If a Member is a corporation, trust or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

ARTICLE VII

INTELLECTUAL PROPERTY

7.1 Assignment of Inventions

The Members agree that they will promptly make full written disclosure to the Company, will hold in trust for the Company's sole right and benefit, and hereby assign to the Company, or its designee, all their right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks, or trade secrets, whether or not patentable or registrable under copyright or similar laws, which they may solely or jointly conceive, develop, or reduce to practice, or cause to be conceived, developed, or reduced to practice, during the period of time they are Members of the Company (collectively referred to as "Inventions"). The Members further acknowledge that all original works of authorship that are made by them (solely or jointly with others) within the scope of and during the period of their membership with the Company and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. The Members understand and agree that the decision whether or not to commercialize or market any invention developed by them solely or jointly with others is within the Company's sole discretion and for the Company's sole benefit and that no royalty will be due to them as a result of the Company's efforts to commercialize or market any such invention.

ARTICLE VIII

MISCELLANEOUS

8.1 Nature of Limited Liability Company Interest

A Company interest is personal property and a Member shall have no interest in specific Company property.

8.2 Debts, Obligations and Liabilities of Company

The debts, obligations and liabilities of the Company, whether arising in tort, contract or otherwise, shall be solely the debts, obligations and liabilities of the Company and no Member or Manager shall be personally liable, directly or indirectly, including, without limitation, by way of indemnification, contribution, assessment or otherwise, for any debt, obligation or liability of the Company solely by reason of being a Member or Manager.

8.3 Accounting Year, Books, Statements

The Company's fiscal year shall commence on January 1 of each year and shall end on December 31 of each year. Full and accurate books of account shall be kept at such place as the Managers may from time to time designate, showing the condition of the business and finances of the Company; and each Member shall have access to such books of account and shall be entitled to examine them at any time during ordinary business hours. At the end of each year, the Managers shall cause the Company's accountant to prepare a balance sheet setting forth the financial position of the Company as of the end of that year and a statement of operations (income and expenses) for that year. A copy of the balance sheet and statement of operations (income and expenses) for that year shall be

delivered to each Member as soon as they are available.

8.4 Titles and Subtitles

Titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

8.5 Words and Gender or Number

As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

8.6 Execution in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be taken to be an original.

8.7 Severability

In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

8.8 Effective Date

This Agreement shall be effective only upon execution by all of the proposed Members.

8.9 Amendments

This Agreement may not be amended except in writing by Members owning more than fifty (50%) of the Capital Interests in the Company. Any amendment changing the majority interest needed under this Section to amend this Agreement requires the unanimous vote of all of the Members.

8.10 Waiver

No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

8.11 Applicable Law

This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Massachusetts and specifically the Massachusetts Limited Liability Company Act at M.G.L. c.156C, without regard to any principles of conflicts of law.

8.12 Assignment

This Agreement shall be binding upon and inure to the benefit of the Members hereto, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

8.13 Arbitration

The parties agree to settle any controversy or claim arising out of or relating to this Agreement, or the breach thereof, as follows:

(a) The parties must first submit the controversy or claim to non-binding mediation.

(b) After a controversy or claim has been mediated, and in the event that a controversy or claim still exists, the parties agree to settle the controversy or claim through binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

(c) Any fees and expenses incurred in connection with a mediation or arbitration as outlined in 7.13(a) and (b) shall be borne by the Members in proportion to their Membership Interest.

(d) The parties agree that the Commonwealth of Massachusetts shall have exclusive jurisdiction with respect to any disputes arising hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Members have executed this Agreement as of the date first above written.

MEMBERS:



KATHLEEN KANE ADAMS

HUDSON GROWERS ALLIANCE, LLC

SCHEDULE A

As of January 10, 2020

Member	Contribution	Units
KATHLEEN KANE ADAMS	$444,559.20	100,000 Common
TOTAL	**$100.00**	**750**

HUDSON GROWERS ALLIANCE, LLC

CERTIFICATE OF ORGANIZATION

1. **Name of Limited Liability Company.** The name of the Limited Liability Company is **HUDSON GROWERS ALLIANCE, LLC** (the "Company").

2. **Address of office of the Company.** The street address of its principal office of the Company is 5 Kane Industrial Drive, Hudson, Middlesex County, Commonwealth of Massachusetts 01749.

3. **Address of records of the Company.** The street address at which the Company's records will be maintained in the Commonwealth of Massachusetts is 5 Kane Industrial Drive, Hudson, Middlesex County, Commonwealth of Massachusetts 01749.

4. **Business of the Company.** The Company may engage in any lawful business permitted by the Massachusetts Limited Liability Company Act, M.G.L. chapter 156C, or the laws of any jurisdiction in which the Company may do business, including, but not limited to, to engage in the business of plant cultivation and processing, and to engage in any and all activities related thereto.

5. **Term:** The term of the Company commenced upon the filing of the Certificate of Organization with the Secretary of the Commonwealth of Massachusetts and shall continue in perpetuity.

6. **Resident agent.** The name and street address of the resident agent of the Company is:

KATHLEEN K. ADAMS
5 Kane Industrial Drive
Hudson, MA 01749

7. **Manager:** The name and address of the Managers of the Company are as follows:

KATHLEEN K. ADAMS
5 Kane Industrial Drive
Hudson, MA 01749

8. **Execution of documents filed with the Commonwealth.** The name and address of the Managers who are authorized to file documents with the Office of the Secretary of the Commonwealth of Massachusetts are:

KATHLEEN K. ADAMS
5 Kane Industrial Drive
Hudson, MA 01749

9. **Execution of documents relating to real property.** The name and address of the Managers who are authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court are:

KATHLEEN K. ADAMS
5 Kane Industrial Drive
Hudson, MA 01749

[Signature Page to Follow]

In Witness Whereof, the undersigned, being the Manager of the Company, has executed this Certificate of Organization of the Company to be filed with the Secretary of the Commonwealth of Massachusetts.

Kathleen K. Adams, MANAGER
KATHLEEN K. ADAMS, Manager

I, **KATHLEEN K. ADAMS**, hereby consent to being named as Resident Agent for the Company pursuant to M.G.L. C. 156C, section 12.

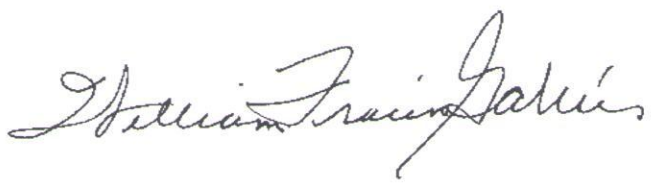
Kathleen K. Adams R.A.
KATHLEEN K. ADAMS, Resident Agent

MA SOC Filing Number: 201935638210 Date: 10/28/2019 12:12:00 PM

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:

October 28, 2019 12:12 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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

William Francis Galvin
Secretary of the
Commonwealth

January 10, 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

HUDSON GROWERS ALLIANCE, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 28, 2019.**

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:
KATHLEEN K. ADAMS

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **KATHLEEN K. ADAMS**

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

William Francis Galvin

Secretary of the Commonwealth

Processed By:IL

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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR

173768913

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Hudson Growers Alliance, LLC
5 KANE INDUSTRIAL DR
HUDSON, MA 01749-2905

EAN: 22157660
February 04, 2020

Certificate Id:35229

The Department of Unemployment Assistance certifies that as of 2/4/2020 ,Hudson Growers Alliance, LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance

CHARLES F. HURLEY BUILDING • 19 STANIFORD STREET • BOSTON, MA 02114
www.mass.gov/uima

Commonwealth of Massachusetts
Department of Revenue
Kevin W. Brown, Acting Commissioner

mass.gov/dor

Letter ID: L1895830592
Notice Date: January 10, 2020
Case ID: 0-000-643-653

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

HUDSON GROWERS ALLIANCE, LLC
5 KANE INDUSTRIAL DR BLDG HUDSON
HUDSON MA 01749-2905

000015

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, HUDSON GROWERS ALLIANCE, 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

Hudson Growers Alliance
2019 Business Plan



”The Region’s Premier Cultivator”

This Business Plan is confidential and contains proprietary information and intellectual property of Hudson Growers Alliance, LLC. Neither this Business Plan nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of Hudson Growers Alliance.

This Business Plan does not constitute an offer to sell or solicitation of an offer to buy securities of Hudson Growers Alliance. Any such offers and sales will be made only to "Accredited Investors," as defined in Regulation D under the Securities Act of 1933, as amended, pursuant to separate agreements to be negotiated by the parties.

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Contents

1 Executive Summary 4
2 Market Size & Fit/ Target Market 5
3 Customers 5
4 Problem Statement 6
5 Products 6
5.1 Flower 7
6 Operations 9
6.1 Application/Build-out Phase 9
6.2 Cultivation Phase 9
7 Security Measures 10
8 Transportation Plan 10
9 Legal Structure 11
10 Marketing Plan 11
10.1 Social Media 11
10.2 Direct Marketing 12
11 Sales Plan 13
12 Regulatory and Intellectual Property 13
13 Talent / Management Team 14
14 Finances 16

1. Executive Summary

Hudson Growers Alliance (HGA) is a Massachusetts-based startup that intends to enter the recreational marijuana industry. HGA is seeking a Tier-1 Cultivation (up to 5,000 sqft. of grow canopy). HGA's owner, Kathy Adams, intends to leverage her 30 plus years of commercial and residential development, to license and build a top of the line cultivation operation.

HGA's primary purpose will be to gain the trust of high-end dispensary clients, who understand and appreciate craft cannabis. This is achievable by being a reliable product leader from the beginning, who is known for reaching higher standards than other cultivators. With patience, dedication, and a

motivated team, HGA will produce award winning genetics that meet even the loftiest standards of excellence. This can be attained through careful strain acquisition and rotation, developing close vendor relations, exacting detailed protocol for fallout mitigation, stringently following and exceeding industry standard operating procedure (SOP), and by using and developing detailed analytics. Following lift-off, HGA will allocate substantial resources towards adapting their business to the maturing demands of the marijuana industry. Through arduous and meticulous work, HGA will develop a reputation as one of the most reliable and responsible players in this arena. It is imperative to enter this developing market as one of the first available brands. Doing so will allow HGA to grab valuable early market share, and subsequent brand loyalty, thus advancing their innovative products early.

2. Market Size & Fit/ Target Market

It's widely held that legalized adult-use marijuana is poised for explosive growth as this new industry unfolds. According to prnewswire.com, "Nationally, by 2021, legal cannabis will generate $39.6 billion in overall economic impact, and much of that is coming from Massachusetts." Also, there are educated forecasts that have the Massachusetts market flourishing but expanding over time "The Bay State cannabis market will likely reach around $1.8 billion, and it's going to take millions of square feet to meet the demand for cannabis in Massachusetts, and I think it's going to take years to get that built out"-Tim Keough CEO AmeriCann

A survey of adults in Massachusetts from the Department of Health suggests that "approximately 21% of adults have used marijuana in the past 30 days." Use suggests these individuals "use marijuana treatments for approximately 24 days a month on average and spend at least $246 on marijuana each month. The most common method of marijuana administration is smoking dried flower (65%), followed by vaporizing marijuana concentrate (25%) and marijuana infused products (25%)." This semi- recent data (June 2018) shows local users are experimenting with various methods of ingestion, and that they are willing and able to consistently allocate substantial money towards these products.

Hudson Growers Alliance will target marijuana establishments in Massachusetts who can attract medium to high earners who appreciate and can afford a premium offering. This target market will seek a brand that consistently pushes the limits of quality. Like with craft beer breweries, acquiescing to these premium consumers tastes will require precision and receptiveness. Impressing these ultra-knowledgeable consumers will be possible through strong rotation of its impressive strain selections, while keeping the flagship strains that sell fastest. Reaching these marijuana establishments will

require our sales team to cultivate meaningful relationships with buyers by fleshing out fair pricing for all to profit.

3. Customers

HGA will work directly with marijuana establishments throughout Massachusetts who seek out premium products. Dealing in a Business-to-Business (B2B) market, HGA must seek out businesses that *want* to partner with smaller entities who can offer "Top Shelf" quality and consistency. HGA intends to drive mutual profitability with other marijuana knowledge and opinion leaders who share a commitment to quality, and a reputation for running an ethically sound business. HGA's target market end-users will be consumers who judge marijuana establishments on the following:

- Consistency of flowers and concentrates that regularly strive towards excellence
- Rotation and variety of unique strains and products not easily accessible elsewhere
- A recognizable brand and packaging that is synonymous with being remarkable
- A transparent and honest company/brand that gives back and not seen as greedy
- Clean "tested" commodities that have airtight quality control

4. Problem Statement

Nationally, as seen in other states' recreational marijuana rollouts, there has been a litany of issues plaguing the industry, including: over-production and over-licensing, products containing systemic diseases or heavy metals, incorrect strain identification, and a general lack of consistent quality control. These problems are less apt to affect Massachusetts (and ultimately HGA), who has enacted strict measures to ensure quality throughout the product supply chain. Massachusetts is just entering its infancy stage and it remains to be seen how stringently/strictly these laws will be enforced.

Locally, some but not all cultivators have gained growing experience as medical entities. Can HGA match this experience with its own deep knowledge and cultivation history, and immediately produce at a high level? Soon there will be many entities trying to enter this industry. That is why establishing relationships and brand recognition early will help pave the road to the top. While this ascension will happen organically and over time, to stay relevant, and on top of the minds of cannabis' yet untapped

and monumental customer base, HGA will need to find a fair price equilibrium that allows profitability and maximum exposure to the intended market.

5. Products

5.1 Flower

Hudson Growers Alliance will produce marijuana “flower” that is grown in a state-of-the-art facility using House & Garden brand nutrients in a natural Coco coir grow-medium. HGA will cultivate rare and in-demand strains such as Sour Diesel and Chemdog, which can average close to 25% THC. By procuring these amazing genetics, it sets HGA above other companies who are simply cultivating “what everyone is.” HGA will grow their flowers under innovative LED lighting which limits heat issues and allows maximum exposure while adding weight to the canopy. With precision execution and world class equipment, HGA has and will continue to reach the vaunted “AAA” level of cannabis that most growers never achieve.

HGA’ grow decisions will be based on industry SOP and compliance standards and will be carefully monitored and screened after each process. Leaving nothing to chance, HGA will cultivate in a clean and organized environment, and ultimately produce consistently high-grade cannabis. Using judicious and informed strain selection and rotation, HGA will keep existing customers satisfied, while also inviting new users to try HGA. With many companies also considering craft cannabis as an entry point, it is important to stand out and gain a competitive advantage. This distinction will become especially important as the industry beings to mature regionally in years 2-3 and beyond, when local cannabis users will become more knowledgeable and thus demanding.



6. Operations

6.1 Application/Build-out Phase

Upon receiving the provisional licenses, HGA will be operating without any cannabis cultivation for a period of 4-6 months while the retrofitting of the location takes place. During this initial phase, HGA will optimize their cost of production with the help of solar power, automation, and other innovation. HGA will can utilize economies of scale by being smarter, while still remaining smaller. This design/build phase will ensure optimal usage but also delay the first crop until approximately the eighth month of operation. This will be a transitional period when value added tasks will transition from assembly and construction to more day-to-day growing and eventually extraction.

6.2 Cultivation Phase

This will begin with the vegetative (propagation) phase where plants will be sized up and begin receiving their first nutrients (fertigation). Mothering rooms will then be filled with verified winning clones and seeds. From there, the SOP will dictate what happens daily, weekly, and monthly for each employee and each room. HGA anticipates 3 large flowering rooms that will be staggered in different phases of the

grow cycle. This strategy helps immensely with fallout and will ensure that HGA will be harvesting more often. From seed to packaging, this is the production cycle-

- Cloning procedures
- Mother plant maintenance
- Transplanting/ Pruning
- Feeding
- Post-harvest procedures- trimming, curing, drying, weighing, packaging, and sterilization

7. Security Measures

With security being a top concern for many stakeholders, Hudson Growers Alliance will carefully follow the State's guidance in securing all products and facilities. Keeping these products safe from entering the black market is important and should be treated as a major issue. Both internal and external security are important issues that can make or break a company.

HGA with consultation by Warren Security have developed a comprehensive security plan that goes above and beyond what the CCC requires. These additional controls will allow for more secure building and provide a safer environment for all employees, visitors, and stakeholders.

8. Transportation Plan

A cultivation licenses includes transporter provisions, allowing the licensee the ability to transport. However, HGA believes that it makes sense, at least initially, to outsource this service to an established and licensed company. Depending on the costs that are associated with transporting, HGA may elect to purchase and retrofit their own transportation vehicle at a later time. For merchandise to reach these storefronts, HGA's options to transport include: pursuing a transport license, contracting this process out, or by having storefronts visit HGA's cultivation facility for procurement. Finding a suitable partner for this will require meticulous background checks and other due diligence.

9. Legal Structure

Hudson Growers Alliance has pursued incorporation as a limited liability corporation (LLC). This LLC has one owner who has sole ownership and control of the company.

Equity Holder	Ownership Percentage
Kathleen Adams	100%

10.Marketing Plan

10.1 Social Media

Marketing in the marijuana industry on social media has emerged as a main avenue for companies to promote and advertise their products. However, there is a certain amount of ambiguity currently regarding Facebook, Instagram, and other social media outlets as to their official stances on cannabis marketing. Many have had their pages suspended or deleted without warning, which would be difficult for our company. We will focus most of our marketing resources with direct marketing to marijuana establishments across the state.

10.2 Direct Marketing

In a B2B market, it will be important for HGA to develop strong vendor relationships with area marijuana establishments. Strong relationship management is essential, especially considering the number of sales targets will be minimal as more entities gain licensing. HGA will garner its target market's needs and address any concerns or requests. Not all marijuana establishments will wish to enter the craft cannabis arena, making it even more important to flesh out the market and select those companies that will be most reciprocal to our offerings.

11. Sales Plan

business grows we will be tracking our sales leads through a basic sales funnel model, which will be broken down by where we stand in the sales cycle including when we first connect, to when the sale is made. All sales and contact information will be tracked in a spreadsheet, until we find it necessary to purchase a CRM platform. It is our goal to open 5 new accounts each month until we are sold in 95% of all dispensaries in Massachusetts. Once established, our sales team will:

- Establish realistic sales targets for the short, medium, and long term

- Be motivated and focused on achieving and exceeding said goals
- Balance its budget to operate efficiently
- Discover and Define best practices to attain maximum sales
- Analyze goals weekly, monthly, annually to improve/adapt overall approaches to selling

12. Regulatory and Intellectual Property

Many firms in this industry are forced to shut down due to not establishing or following guidelines. There is no ambiguity when reviewing the regulations put out by the Cannabis Control Commission. The CCC has decided on the State's behalf how to enforce the law, and HGA respects these stringent laws and will abide by them from day one. HGA believes having a great training program will help focus the staff and force them to self-analyze if what they are working on falls exactly within the SOP for each step and process. Operating by the book will limit potential negligence, and ultimately protect HGA and its employees from any unneeded backlash and making them proactive in regard to compliance.

Protection of intellectual property (IP) has been an important focus as companies look to differentiate from the competition. With the cannabis field still far from maturity, companies are focusing on research and development (R&D) and innovation in search of the next *big thing*. Lazy companies will do whatever it takes to gain a rivals IP, and with this in mind, HGA will guard its company's secrets and innovations by dedicating staff training time to IP protection, and the dangers of why it can be such a threat. Just one rogue or weak employee could divulge: strain lists, specific equipment, feed ingredients and schedules, value chain information, or other trade secrets.

13. Talent / Management Team

Management Team

Kathleen Adams

Born and raised in Hudson, Kathleen Adams has witnessed the tremendous change and growth that's transformed Hudson into one of the most popular places to live in Massachusetts. She has been a Trustee at Kane Industrial Trust since 1996, managing over 350,000 sq ft of space. Returning to Hudson after receiving a Bachelor of Chemical Engineering from Villanova University in 1985, she started her career developing land in the metro west area. Her exceptional knowledge of engineering, permitting and building residential, commercial and Industrial properties, coupled with her seasoned insider's

expertise having built and sold numerous properties throughout the area, makes Kathleen the unequivocal go-to resource. Her goal is to do right by her clients, customers and neighbors. Most important to her are honor, integrity, and relationships built on trust. Her outside passions are a commitment to the Massachusetts 4H Foundation where she serves as a trustee as a member of the endowment trust, and executive committee.

Employment

Hudson Growers Alliance will begin employing salaried and hourly workers between two or three months after acquiring license. This will allow our electrical, HVAC, plumbing, security, and engineering workers the needed time to properly retrofit the space. While HGA will not need a regular workforce during this time, Kathy has already begun interviewing prospective employees. Along with local employees, HGA will also consider hiring from outside the State or region, to find talent with large-scale cultivating experience. HGA anticipates the cultivating department will need approximately 2-5 full-time workers and possible part time work for harvest and post harvest support.

14. Finance & Projections

Finance

This venture is intended to be Individually funded by the owner.

Capital Expenses	
Design	$8,000.00
Environmental Controls $20/ft	$80,000.00
Lighting $75/ft	$262,500.00
Benching $13/ft	$52,000.00
Fertigation $20/ft	$80,000.00
Structural @ $10/ft	$50,000.00
Generator	$25,000.00
Alarm & Security	$35,000.00
Miscellaneous	$88,875.00
Total	**$681,375.00**

Operating Expenses for first crop		
Expense	Cost/month	Cost/crop
Rent @ $12/ft	$5,000.00	$20,000.00
Property Tax	$4,000.00	$16,000.00
Trash	$300.00	$1,200.00
Maintenance	$125.00	$500.00
Insurance (Package/WC/Auto)	$870.83	$3,483.33
Dismantle Bond	$250.00	$250.00
State License	$1,250.00	
Grow Solutions		$35,100.00
Utilities	$8,018.43	$32,073.71
Labor	$11,933.33	$47,733.33
Miscellaneous	$3,796.89	$15,187.56
Security Monitoring	$100.00	$400.00
Fire Monitoring	$25.00	$100.00
Miscellaneous	$5,350.42	$21,401.69
Total	**$41,019.90**	**$193,429.62**

Start-up	
CapX	$681,375.00
OpX	$193,429.62
Miscellaneous	$131,220.69
total	**$1,006,025.31**

Projection Assumptions

For the purposes of the projections below we assumed the following:

- Wholesale flower to be sold at $2,000/lb
- Wholesale trim to be sold at $500/lb
- 3 full time employees

Projections

On the page attached

Hudson Growers Alliance	Year 1	Year 2	Year 3	Year 4
Sales				
Trim Sales	$ 354,709.73	$ 498,952.30	$ 628,679.90	$ 698,533.22
Sale to retailers	$1,800,000.00	$1,250,000.00	$1,000,000.00	$ 600,000.00
Total Sales	$2,154,709.73	$1,748,952.30	$1,628,679.90	$1,298,533.22
Cost of Goods Sold (COGS)				
Deductable Payroll	$ 144,000.00	$ 144,000.00	$ 144,000.00	$ 144,000.00
Rent	$ 62,500.00	$ 62,500.00	$ 62,500.00	$ 62,500.00
Property Tax	$ 16,000.00	$ 16,000.00	$ 16,000.00	$ 16,000.00
Utilities	$ -	$ -	$ -	$ -
Gas	$ 4,800.00	$ 4,800.00	$ 4,800.00	$ 4,800.00
Electric	$ 82,500.00	$ 82,500.00	$ 82,500.00	$ 82,500.00
Water	$ 13,721.12	$ 13,721.12	$ 13,721.12	$ 13,721.12
Trash	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
Snow Removal	$ 2,025.00	$ 2,025.00	$ 2,025.00	$ 2,025.00
Maintenance	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
Insurance (Package/WC/Auto)	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00
Dismantle Bond	$ 250.00	$ 250.00	$ 250.00	$ 250.00
State License	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 1,250.00
METRC	$ -	$ -	$ -	$ -
Security Monitoring	$ 600.00	$ 600.00	$ 600.00	$ 600.00
Fire Monitoring	$ 300.00	$ 300.00	$ 300.00	$ 300.00
Cultivation Material	$ 161,460.00	$ 161,460.00	$ 161,460.00	$ 161,460.00
Packaging	$ 70,400.00	$ 64,000.00	$ 64,000.00	$ 64,000.00
Testing	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00
Operations management	$ 50,000.00	$ 75,000.00	$ 100,000.00	$ 125,000.00
			$ -	
Total COGS	$ 649,806.12	$ 668,406.12	$ 693,406.12	$ 718,406.12
Gross Margin	$1,504,903.61	$1,080,546.18	$ 935,273.78	$ 580,127.10
Non-deductable Expenses				
Banking	$ 10,773.55	$ 8,744.76	$ 8,143.40	$ 6,492.67
Non-dedictable labor (sales)	$ -	$ -	$ -	$ -
Marketing Expenses	$ 400.00	$ 400.00	$ 400.00	$ 400.00
Office Supplies	$ 600.00	$ 600.00	$ 600.00	$ 600.00
Employee benefits	$ 10,800.00	$ 10,800.00	$ 10,800.00	$ 10,800.00
	$ -	$ -	$ -	$ -
Total Non-deductable Expenses	$ 22,573.55	$ 20,544.76	$ 19,943.40	$ 18,292.67
Community Impact Fee (3%)	$ 64,641.29	$ 52,468.57	$ 48,860.40	$ 38,956.00
Earning beofre Taxes	$1,440,262.32	$1,028,077.61	$ 886,413.38	$ 541,171.11
Taxable income	$1,462,835.87	$1,048,622.38	$ 906,356.78	$ 559,463.77
35% Tax	$ 511,992.55	$ 367,017.83	$ 317,224.87	$ 195,812.32
After Tax Earnings	$ 928,269.76	$ 661,059.78	$ 569,188.51	$ 345,358.79
Cost of crop				
Cash less next crop	$ 753,388.29	$ 480,078.65	$ 382,370.06	$ 158,540.34
ROI				
APR	6%			
Initial Investment	$1,100,000.00			
Yearly Intrest payment	$ 66,000.00	$ 47,040.00	$ 29,217.60	$ 12,464.54
Yearly Principle Payment	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 207,742.40
Total Yearly payment	$ 316,000.00	$ 297,040.00	$ 279,217.60	$ 220,206.94
Debit	**$ 784,000.00**	**$ 486,960.00**	**$ 207,742.40**	**0**
Money For Distribution	**$ 437,388.29**	**$ 183,038.65**	**$ 103,152.46**	**$ (61,666.60)**

GORDON ATLANTIC INSURANCE

MAKING INSURANCE MAKE SENSE

December 10, 2019

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

Re: Hudson Growers Alliance, LLC
Kathleen K. Adams, Manager

HGA
Hudson Growers Alliance

Dear Board of Commissioners:

Be it known that we represent the captioned Hudson Growers Alliance, LLC. and are processing applications for coverage for General Liability to be in compliance with or exceed 935 CMR 500.105 (J) Liability Coverage required to Marijuana Establishments. Management offices at 9 Kane Industrial Dr., Hudson, MA 01749

Liability Insurance Coverage or Maintenance of Escrow.

(a) A Marijuana Establishment shall obtain and maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, and product liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(J)(2) or otherwise approved by the Commission. The deductible for each policy shall be no higher than $5,000 per occurrence.

Please feel free to contact us with any questions.

Sincerely,

Jeff Helm

W. Jeffrey Helm, LIA
Gordon Atlantic Insurance

RECORD RETENTION AND DESTRUCTION POLICY

1) **Purpose**

The purpose of this Policy is to ensure that necessary records and documents are adequately protected and maintained and to ensure that records that are no longer needed by Hudson Growers Alliance, LLC (HGA) or are of no value are discarded at the proper time. This Policy is also for the purpose of aiding employees of HGA in understanding their obligations in retaining documents.

2) **Policy**

This Policy represents the HGA's policy regarding the retention and disposal of records and the retention and disposal of electronic documents.

3) **Administration**

Attached as Appendix A is a Record Retention Schedule that is approved as the initial maintenance, retention and disposal schedule for physical records of HGA and the retention and disposal of electronic documents. Modifications to the Record Retention Schedule may be changed from time to time to ensure that it is in compliance with local, state, and federal laws and includes the appropriate document and record categories for HGA; monitor local, state and federal laws affecting record retention; annually review the record retention and disposal program; and monitor compliance with this Policy.

All records required for the HGA business, tax, and regulatory compliance purposes will be stored daily in locked fireproof filing cabinets. Only authorized personnel will have key access to our records. All records will be stored in hard copy and electronically in a secure, electronic format for easy access to authorized employees. In accordance with 935 CMR 500.000 our records will be made available to the Cannabis Control Commission upon request. In accordance with the Town of Hudson By-law Section 5.12.7 we will make our financial records available for their accounting purposes.

All Good Manufacturing Practice (GMP) Documents will be in QA/QC Office: Masterbatch records, Inventory log, SOPs, Certificate of analysis, research protocols, research reports, Commissioning and qualifying records, maintenance, preventive maintenance, GMP training files/SOPs. All Non-GMP Documents will be stored in the management office: sales, marketing, HR, Financial, SOPs, training files, calibration and recalibration records

4) **Suspension of Record Disposal In Event of Litigation or Claims**

In the event HGA is served with any subpoena or request for documents or any employee becomes aware of a governmental investigation or audit concerning HGA or the commencement of any litigation against or concerning HGA, such employee shall inform the Administrator and any further disposal of documents shall be suspended until shall time as the Administrator, with the advice of counsel, determines otherwise. The Administrator shall take such steps as is necessary to promptly inform all staff of any suspension in the further disposal of documents.

5) **Applicability**

This Policy applies to all physical records generated in the course of HGA's operation, including both original documents and reproductions. It also applies to the electronic documents described above. .

APPENDIX A RECORD RETENTION SCHEDULE

The Record Retention Schedule is organized as follows:

SECTION TOPIC

A. Accounting and Finance
B. Contracts
C. Corporate Records
D. Correspondence and Internal Memoranda
E. Electronic Documents
F. Insurance Records
G. Legal Files and Papers
H. Miscellaneous
I. Payroll Documents
J. Personnel Records
K. Property Records
L. Tax Records

A. ACCOUNTING AND FINANCE

All of HGA's financial records will be maintained in accordance with generally accepted accounting principles. In accordance with our business dismantling plan, following the closure of HGA, all records will be kept for at least two years at the expense of HGA. Please see our dismantling plan for break down.

Record Type	Retention Period
Accounts Payable ledgers and schedules	7 years
Accounts Receivable ledgers and schedules	7 years
Annual Audit Reports and Financial Statements	Permanent
Annual Audit Records, including work papers and other documents that relate to the audit	7 years after completion of audit
Annual Plans and Budgets	2 years
Bank Statements and Canceled Checks	7 years
Employee Expense Reports	7 years
General Ledgers	Permanent
Interim Financial Statements	7 years
Notes Receivable ledgers and schedules	7 years
Investment Records	7 years after sale of investment

Sales (quantity, form, cost, etc)	7 Years
Assets and Liabilities	Permanent
Monetary Transactions	7 years

B. **CONTRACTS**

Record Type	**Retention Period**
Contracts and Related Correspondence (including any proposal that resulted in the contract and all other supportive documentation)	7 years after expiration or termination

C. **CORPORATE RECORDS**

Record Type	**Retention Period**
Corporate Records (minute books, signed minutes of the Board and all committees, corporate seals, articles of incorporation, bylaws, annual corporate reports)	Permanent
Licenses and Permits	Permanent

D. **CORRESPONDENCE AND INTERNAL MEMORANDA**

General Principle: Most correspondence and internal memoranda should be retained for the same period as the document they pertain to or support. For instance, a letter pertaining to a particular contract would be retained as long as the contract (7 years after expiration). It is recommended that records that support a particular project be kept with the project and take on the retention time of that particular project file.

Correspondence or memoranda that do not pertain to documents having a prescribed retention period should generally be discarded sooner. These may be divided into two general categories:

1. Those pertaining to routine matters and having no significant, lasting consequences should be discarded *within two years.* Some examples include:

   - Routine letters and notes that require no acknowledgment or followup, such as notes of appreciation, congratulations, letters of transmittal, and plans for meetings.
   - Form letters that require no follow-up.
   - Letters of general inquiry and replies that complete a cycle of correspondence.
   - Letters or complaints requesting specific action that have no further value after changes are made or action taken (such as name or address change).
   - Other letters of inconsequential subject matter or that definitely close correspondence to which no further reference will be necessary.
   - Chronological correspondence files.

Please note that copies of interoffice correspondence and documents where a copy will be in the originating department file should be read and destroyed, unless that information provides a reference to or direction to other documents and must be kept for project traceability.

2. Those pertaining to non-routine matters or having significant lasting consequences should generally be retained permanently.

E. ELECTRONIC DOCUMENTS

All emails and electronic documents that contain or relate this policy will be retained and stored in accordance with the retention procedure hereunder.

F. INSURANCE RECORDS

Record Type	Retention Period
Annual Loss Summaries	10 years
Audits and Adjustments	3 years after final adjustment
Certificates Issued to HGA	Permanent
Claims Files (including correspondence, medical records, injury documentation, etc.)	Permanent
Group Insurance Plans Active Employees	Until Plan is amended or terminated
Group Insurance Plans – Retirees	Permanent or until 6 years after death of last eligible participant
Inspections	3 years
Insurance Policies (including expired policies)	Permanent
Journal Entry Support Data	7 years
Loss Runs	10 years
Releases and Settlements	25 years

G. LEGAL FILES AND PAPERS

Record Type	Retention Period
Legal Memoranda and Opinions (including all subject matter files)	7 years after close of matter
Litigation Files	1 year after expiration of appeals or time for filing appeals

Court Orders	Permanent
Requests for Departure from Records Retention Plan	10 years

H. MISCELLANEOUS

Record Type	Retention Period
Consultant's Reports	2 years
Policy and Procedures Manuals – Original	Current version with revision history
Policy and Procedures Manuals Copies	Retain current version only
Annual Reports	Permanent
Written Operating Procedures	Current version with revision history
Inventory records	7 years
Cannabis Waste Disposal	3 years
Security Videos	90 days
Incident reports	1 year after investigation
Lab Testing results	1 year
Seed-to-sale tracking records	7 years

I. PAYROLL DOCUMENTS

Record Type	Retention Period
Employee Deduction Authorizations	4 years after termination
Payroll Deductions	Termination + 7 years
W-2 and W-4 Forms	Termination + 7 years
Garnishments, Assignments, Attachments	Termination + 7 years
Labor Distribution Cost Records	7 years
Payroll Registers (gross and net)	7 years
Time Cards/Sheets	2 years
Unclaimed Wage Records	6 years

J. **PERSONNEL RECORDS**

Record Type	Retention Period
Commissions/Bonuses/Incentives/Awards	7 years
Employee Salary & Wages Records	Separation + 7 years
Employee Handbooks	1 copy kept permanently
Employee Medical Records	Separation + 6 years
Employee Personnel Records (including individual attendance records, application forms, job or status change records, performance evaluations, termination papers, withholding information, garnishments, test results, training and qualification records)	6 years after separation
Employment Contracts – Individual	7 years after separation
Employment Records Correspondence with Employment Agencies and Advertisements for Job Openings	3 years from date of hiring decision
Employment Records All Non Hired Applicants (including all applications and resumes whether solicited or unsolicited, results of postoffer, pre-employment physicals, results of background investigations, if any, related correspondence, disciplinary actions)	2-4 years (4 years if file contains any correspondence which might be construed as an offer)
Job Descriptions	3 years after superseded
Personnel Count Records	3 years
Forms I-9	3 years after hiring, or 1 year after separation if later
Material submitted to the CCC	1 year after separation
Documentation of all training	1 year after separation
Verification of References	1 year after separation
Documentation of performance evaluations	1 year after separation
Notice of responsible vendor training and 8 hours of ongoing training	4 years after separation
	Current version with revision history

Staffing Plan	
Background checks	1 year after separation
Signature of each employee and consultant	1 year after separation

K. PROPERTY RECORDS

Record Type	Retention Period
Correspondence, Property Deeds, Assessments, Licenses, Rights of Way	Permanent
Original Purchase/Sale/Lease Agreement	Permanent
Property Insurance Policies	Permanent

L. TAX RECORDS

General Principle: HGA must keep books of account or records as are sufficient to establish the amount of gross income, deductions, credits, or other matters required to be shown in any such return.

These documents and records shall be kept for as long as the contents thereof may become material in the administration of federal, state, and local income, franchise, and property tax laws.

Record Type	Retention Period
IRS Rulings	Permanent
Excise Tax Records	7 years
Payroll Tax Records	7 years
Tax Bills, Receipts, Statements	7 years
Tax Returns Income, Franchise, Property	Permanent
Tax Workpaper Packages Originals	7 years
Sales/Use Tax Records	7 years
Annual Information Returns - Federal and State	Permanent
IRS or other Government Audit Records	Permanent
Payments Made to Hudson	7 years

Hudson Growers Alliance, LLC

EMPLOYEE HANDBOOK

1.0 Welcome

1.1 Welcome

Welcome! You have just joined a dedicated team of employees and managers. We hope that your employment with Hudson Growers Alliance, LLC will be rewarding and challenging. We take pride in our employees as well as the products and services we provide. We consider ourselves leaders in the cannabis field.

Please take the time now to read this employee handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time.

Please understand that no employee handbook can address every situation in the work place. If you ever have questions about your employment, you are encouraged to ask them. If you have any difficulty reading or understanding any of the provisions of this handbook, please contact Human Resources. Likewise, if you have any suggestions related to Company policies or procedures, please let us know.

We wish you success in your employment here at Hudson Growers Alliance, LLC! All

the best,

Kathy Adams Hudson Growers Alliance, LLC

1.2 At-Will Employment

Your employment with the Company is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the company at any time, with or without notice and with or without cause.

Nothing in the employee handbook or any other Company document should be understood as creating guaranteed or continued employment, a right to termination only "for cause," or of any other guarantee of continued benefits or employment. Only Human Resources or company owners have the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Human Resources Representative or Company Owner.

2.0 Introductory Language and Policies

2.1 About the Company

Mission:

Our mission is to change the way people perceive and use cannabis to promote health and life enhancing experiences.

2.2 Ethics Code

Hudson Growers Alliance, LLC will conduct its business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about our Company or operations, or that of our customers or partners, is to be treated with discretion and only be disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.3 Revisions to Handbook

This employee handbook is our attempt to keep you informed of the terms and conditions of your employment, including Company policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as it determines to be in its best interest. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

3.0 Hiring and Orientation Policies

3.1 EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Our Company is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment which is free of harassment, discrimination, or retaliation because of age, sex (including pregnancy), race, national origin, disability, creed, religion, genetic information, sexual preference, gender identity, military or veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Company's Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of discrimination or violation of the Company's Equal Employment Opportunity Policy.

We are all responsible for upholding the Company's Equal Employment Opportunity Policy and any claimed violations of that policy should be brought to the attention of your manager and/or human resource personnel.

Policy Against Workplace Harassment

Hudson Growers Alliance, LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, sex (including pregnancy), race, national origin, disability, creed, religion, genetic information, sexual preference, gender identity, military or veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated. If you see something, say something.

A. Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

While it is not possible to identify each and every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment are provided below: (a) unwelcome requests for sexual favors; (b) lewd or derogatory comments or jokes; (c) comments regarding sexual behavior or the body of another employee; (d) sexual innuendo and other vocal activity such as catcalls or whistles; (e) obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual natures; (f) repeated requests for dates after being informed that

interest is unwelcome; (g) retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to Hudson Growers Alliance, LLC or any government agency; (h) offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and (i) any unwanted physical touching or assaults, or blocking or impeding movements.

B. Other Harassment

Other workplace harassment is often verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, sex (including pregnancy), race, national origin, disability, creed, religion, genetic information, military or veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment: (a) the use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to the above protected categories; (b) written or graphic material that insults, stereotypes or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on the Company's premises, or circulated in the workplace; and (c) a display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

Any employee who feels that he or she has witnessed, or been subject to, any form of discrimination or harassment is required to immediately notify their supervisor, or other manager at the Company.

Hudson Growers Alliance, LLC prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. Discipline for violation of this policy may include, but is not limited to reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor

any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure no retaliation for making a complaint or cooperating with an investigation.

3.2 Religious Accommodation

Hudson Growers Alliance, LLC is dedicated to treating the religious diversity of all our employees equally and with respect. Employees may request an accommodation when their religious beliefs causes a deviation from Hudson Growers Alliance, LLC's dress code, schedule, basic job duties, or other aspects of employment. The Company will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that the Company will consider are cost, the effect that an accommodation will have on current established policies and the burden on operations, including other employees, when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

Religious accommodation request forms are available from Human Resources.

3.3 Posting of Openings

Hudson Growers Alliance, LLC desires to promote qualified employees from within where it believes that is possible, consistent with the need to assure that all positions are staffed by highly competent individuals. New job openings generally will be posted on the employee bulletin board, as well as on the Company website.

3.4 Conflicts of Interest

Hudson Growers Alliance, LLC is concerned with conflicts of interest that create actual or potential job related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. Any actual or potential conflict of interest between an employee of the Company and a competitor, customer, supplier, distributor, or contractor to the Company, must be disclosed by the employee. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

3.5 Employment of Relatives and Friends

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise which could compromise supervision, safety, confidentiality, security, and morale at the Company. It is your obligation to inform the Company of any such potential conflict so the Company can determine how best to respond to the particular situation.

Amorous Relationship Policy and Anti-Nepotism Policy

Objective

Hudson Growers Alliance, LLC strongly believes that a work environment where

employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business and enhancing productivity. Although this policy does not prevent the development of friendships or romantic relationships between co-workers, it does establish boundaries as to how relationships are conducted during working hours and within the working environment.

Individuals in supervisory or managerial roles, and those with authority over others' terms and conditions of employment, are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to affect the terms and conditions of employment of individuals in subordinate positions.

This policy does not preclude or interfere with the rights of employees protected by the National Labor Relations Act or any other applicable statute concerning the employment relationship.

Scope

Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. Close relatives are defined as the following: husband, wife, father, mother, father-in-law, mother-in law, grandfather, grandmother, son, son-in-law, daughter, daughter-in law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister sister- in-law, step relatives and cousins.

Procedures

1. During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.
2. During nonworking time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in non-work areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.
3. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on company premises, whether during working hours or not.
4. Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to the appropriate provisions of Hudson Growers Alliance, LLC disciplinary policy, including counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.
5. Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace.
6. Any supervisor, manager, executive or other company official in a sensitive or influential position with Hudson Growers Alliance, LLC must disclose the existence of a romantic or sexual relationship with another co-worker.

Disclosure may be made to the immediate supervisor. This disclosure will enable Hudson Growers Alliance, LLC to determine whether any conflict of interest exists because of the relative positions of the individuals involved.

7. With regard to Paragraph 6, when a conflict-of-interest problem or potential risk is identified, Hudson Growers Alliance, LLC will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary, such as transfer to other positions or departments.
8. With regard to Paragraph 6, if one or both parties refuse to accept a reasonable solution or to offer of alternative position, if available, such refusal will be deemed a voluntary resignation.
9. Failure to cooperate with Hudson Growers Alliance, LLC to resolve a conflict or problem caused by a romantic or sexual relationship between co- workers or among managers, supervisors or others in positions of authority over another employee in a mutually agreeable fashion may be deemed insubordination and cause for immediate termination. The disciplinary policy of Hudson Growers Alliance, LLC will be followed to ensure fairness and consistency before any such extreme measures are undertaken.
10. The provisions of this policy apply regardless of the sexual orientation of the parties involved.
11. Where doubts exist as to the specific meaning of the terms used above, employees should make judgments on the basis of the overall spirit and intent of this policy.
12. Any concerns about the administration of this policy should be addressed to your supervisor.

If the amorous relationship exists in a form of supervisor/supervisee direct evaluative relationship other than those enumerated above, it must be disclosed to the supervisor's unit head, typically the manager or supervisor, with all parties present. The parties involved may choose to have this disclosure in written form placed in their own personnel files. In either of these sets of circumstances, the responsibility to disclose rests with the person in the evaluative position. The individual to whom the disclosure is made is responsible for requiring that actions be taken to resolve the conflict by terminating the evaluative relationship.

3.6 Job Descriptions

Hudson Growers Alliance, LLC attempts to maintain a job description for each position. If you do not have a copy of a current job description you should request one from your supervisor. Job descriptions prepared by Hudson Growers Alliance, LLC serve as an outline only. Due to the needs of business, you may be required to perform job duties not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties according to company needs. On occasion, the

Company may need to revise job descriptions with or without advance notice to the employee.

If you have any questions regarding your job description, or the scope of your duties, please speak with your supervisor.

3.7 New Employees and Introductory Periods

The first 30 days of your employment is considered an introductory period. During this period, you will become familiar with Hudson Growers Alliance, LLC and your job responsibilities. During this time, we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.8 Training Program

In most cases, and for most departments, employee training is done on an individual basis by the department manager. Even if an employee has had previous experience in their specified functions, it is necessary for them to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, please consult your supervisor or department manager.

All employees will participate in required training programs that will address all topics for job requirements. At a minimum all employees will participate in a state approved responsible vendor program with at least 8 hours of on-going training per year.

3.9 Employment Authorization Verification

All new hires and current employees are required by federal law to verify their identity and eligibility to work in the United States. You will be required to complete federal Form I-9 on the first day of employment. If this form and verification of employment eligibility is not completed during the first three days of employment, we are required by law to terminate your employment. If you are currently employed and have not complied with this requirement or if your status has changed, please inform your supervisor.

Employment is subject to being qualified to be a registered agent in compliance with regulations and provide for immediate dismissal in event they do not qualify or are revoked. To acquire a marijuana agent card the individual needs to pass a state ran background check.

4.0 Wage and Hour Policies

4.1 Introduction

An employee's pay depends on a wide range of factors, including pay scale surveys,

individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, please speak with your supervisor.

4.2 Pay Period

The standard pay period is bi-weekly for all employees. Pay dates are Thursday at or before 3:00pm. Should any pay period fall on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on paycheck dates. Please inquire of your supervisor if this type of date arises.

If you lose your paycheck, there will be a $30 fee to reprint your paycheck. This is the cost for Hudson Growers Alliance to stop payment with the bank on your first, lost check.

4.3 Paycheck Deductions

The Company is required by federal, state, and certain local laws to withhold certain deductions from your paycheck. This includes income and unemployment taxes, and FICA contributions (Social Security and Medicare) as well as any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

Contact the Controller or Human Resources for any questions about your paycheck.

4.4 Posting of Work Schedules

The hours of your scheduled work shift will largely be determined by the operational needs of the department in which you are assigned. Some departments will have regular schedules, which rarely change from week to week, and other departments will have schedules that vary to meet the needs of the department or Hudson Growers Alliance . If an employee has a specific schedule request, efforts may be made to accommodate that request, taking into account the operational needs of the department or Hudson Growers Alliance as a whole. However, in all events, work schedule and schedule changes are determined at the sole discretion of Hudson Growers Alliance
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Every employee is responsible for knowing and following his or her work schedule, including, but not limited to, reading the schedule and schedule updates or changes, knowing start and end times or workdays, shifts, and breaks, complying with such times, and knowing when meetings are and attending such meetings on time. It is your responsibility to, if applicable, clock in and out at the designated times on your schedule. Any desired schedule changes must receive prior approval from your supervisor.

4.5 Recording Time

Federal and state laws require us to keep accurate records of hours worked by nonexempt (hourly) employees. You should clock in no more than five minutes ahead of time and clock out no later than five minutes after your quitting time. Every nonexempt employee of the Company is required to enter his or her hours worked accurately, including all lunch periods and any rest periods of more than 15 minutes. Employees are required to notify the company of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntary missed meal or break periods.

Do not complete the time sheet of any other employee or request that they do so for you. Any changes to your time must be recorded by your supervisor.

Falsification of time records or recording time for another employee may result in discipline, up to and including termination of employment.

4.6 Travel Time Pay

Some nonexempt positions within Hudson Growers Alliance, LLC require travel. Hudson Growers Alliance, LLC pays nonexempt employees for travel time in accordance with the Fair Labor Standards Act (FLSA). For purposes of this policy, the regular workday is 8:30 – 5:30 (Monday – Friday), etc..

Home to Work Travel

An employee who travels from home before the regular workday and returns to his or her home at the end of the workday is engaged in ordinary home to work travel, which is not work time.

Home to Work on a Special One Day Assignment in Another City

An employee who regularly works at a fixed location in one city is given a special one day assignment in another city and returns home the same day. The time spent in traveling to and returning from the other city is work time, except that the employer may deduct/not count that time the employee would normally spend commuting to the regular work site.

Travel That Is All in a Day's Work

Time spent by an employee in travel as part of their principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

Travel Away from Home Community

Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across the employee's workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. Hudson Growers Alliance, LLC will not consider as work time that time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

Calculating and Reporting Travel Time

Employees are responsible for accurately tracking, calculating, and reporting travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

4.7 Overtime Authorization for Nonexempt Employees

If you are a nonexempt employee, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times the Company may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Overtime pay of one and one-half an employee's regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek, 12 hours per workday, or 12 consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Attendance Policy

When you accept a position with Hudson Growers Alliance you assume obligations. One of those obligations is to perform the duties of your position during the times specified. You are expected to be punctual and keep absences to a minimum.
Failure to report, unjustified or excessive absence or tardiness may result in discipline, up to and including discharge from employment. Additionally, punctuality and attendance are factors that may be taken into account when determining promotions, salary increases and qualification for other benefits.

Absenteeism

Definition of Absence: Absence is any time (other than tardiness described below) that you are scheduled to work and you fail to be present at the designated work location for all of the scheduled time or shift or if you fail to report to your workstation more than 30 minutes late. It includes time off for sickness, but does not include pre-approved time off for vacation, or leaves of absence, or for designated holidays when you are not scheduled to work.

Reporting Procedure: In case of an absence, you must first notify your supervisor, department manager or facility manager. Notification must be given each day you do not report to work at least one (1) hour prior to the beginning of your scheduled shift. If you must be absent after you report to work, notification must be given when you first learn that you must leave work, but (except in an emergency) no later than one hour before you must leave work. It is your responsibility to personally make the contact unless you are physically unable to do so, in which case, you should have someone else make the contact for you. You must give the reason for your absence and the expected date of your return.

One or more unreported or unjustified absences within any 12-month period may result in disciplinary action, (up to and including termination of employment). If you are absent

for 2 consecutive days without reporting to work or contacting your supervisor, you will be considered to have voluntarily resigned without notice at the end of the second day and your position will be terminated and filled.

Note: If you can provide an acceptable explanation, this policy may not apply. Such explanation may require substantiation and/or verification from sources other than you.

Excessive Absenteeism: Even if an absence is reported, you may be subject to disciplinary action (up to and including termination of employment) if you miss work too often. Examples of excessive absenteeism include, but are not limited to:

- Twelve full or partial days absent, consecutive or not, in any 12-month period.
- Three full or partial days absent, consecutive or not, in a 30-day period.
- Five full or partial days absent, consecutive or not, in any 6-month period.

Hudson Growers Alliance , in its sole discretion, will determine excessive absenteeism. Unless determined by Hudson Growers Alliance to be an abuse, time off for medical/dental appointments, school activities (for you or your children), or other personal business will not be counted as excessive absenteeism if your supervisor approves it at least three business days in advance. However, this time off will be documented as an absence.

Tardiness

Definition of Tardiness: You are tardy any time you arrive at your workstation, or are not appropriately groomed, dressed and ready to work, at the beginning of your scheduled shift. Tardiness also includes returning late from breaks or meal periods. If you are more than 30 minutes late, it will be considered an absence.

Reporting Procedure: If you must be late for work, it is your responsibility to personally contact your supervisor at least one (1) hour prior to the beginning of your scheduled work shift unless you are physically unable to do so. If you cannot call, have someone call for you. Failure to report your tardiness will count toward excessive absenteeism or excessive tardiness, as the case may be.

Excessive Tardiness: Even if tardiness is reported, excessive tardiness will result in disciplinary action, up to and including termination. Examples of excessive tardiness include, but are not limited to:

- Any tardiness on any three days in any 30-day period.
- Any tardiness on any five days in any 3-month period.
- Any tardiness on any twelve days in any 12-month period.

Leaving Work Early: If for any reason you need to leave work early you must report leaving to a lead, supervisor or manager. Being able to account for employees in case of an emergency is paramount to the safety culture of Hudson Growers Alliance, LLC. Not informing someone of leaving work early is a terminable offense.

4.8 Job Abandonment

If an employee fails to show up for work or call in with an acceptable reason for the absence for a period of two consecutive days, he or she will be considered to have abandoned his or her job and voluntarily resigned from the company.

4.9 Travel Expenses

The purpose of this policy is to define employee travel rules and the authority for incurring and approving travel expenses.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved Company business trips. Company travel is limited to business activities for which other means of communication is inadequate and for which prior approval of the employee's supervisor has been received.

All travel for company business is required to be planned and scheduled through the Executive Assistant.

Advances

The Company does not provide cash travel advances. Normally, employees are expected to use personal credit cards and/or their own cash and submit their approved expenses on the standard Expense Report Form.

Travel Expenses

The Company pays the actual amounts incurred for appropriate expenses when employees are on travel assignments. Examples of typical expenses include the following:

- Airline tickets.
- Meals and lodging.
- Car rental, bus, taxi, parking.
- Telephone and fax.
- Laundry and dry cleaning (trips exceeding one week only, unless emergency).
- Business supplies and services.
- Associated gratuities.
- Other expenses necessary to achieve the business purposes.

Family Members

The Company will pay the travel expenses of spouses or other family members only when their presence is necessary to the business purpose of the trip and when approved in advance in writing by the Owner.

Air Travel

Employees are to use economy or tourist class airfares when traveling on Company business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used.

Hotels

Neither in-room movies nor refreshment bars are approved Company expenses.

Insurance

The Company does not pay for personal travel insurance for employees.

Rental Cars

Employees are to use rental firms having existing relationships with the Company and, where feasible, have negotiated discounts rates. Reasonable transportation available is to be used.

Personal Vehicles

All employees using their own vehicle for business purposes must maintain insurance coverage as required by law and need to be approved by our insurance company to drive for business reasons. Travel between the employee's home and primary office is not considered to be business travel. Employees are not authorized to use personal vehicles for business travel without authorization. Every attempt should be made to utilize the use of courier and delivery services in order to avoid hazard of liability and the time away from work. Employees will be reimbursed for vehicle use at the standard IRS mileage rate. The Owner or Controller must authorize any deviation from this policy.

Employee Reporting

Employees are to report their approved expenses with receipts and must include a description of the expense, its business purpose, date, place, and the participants.

Travel Reservations

Airline travel, rental cars, and hotels must be booked through the corporate designated travel agency in order to be reimbursed.

Mileage: we reimburse at the federal level which is $0.56/mile. However, we don't pay for travel from your home to work. There is a log that you can use to keep track of mileage: date, starting address, destination, and mileage. Please use Google maps or another mapping app to calculate the mileage.

Meals: Per federal tax rules, meals are only deductible when there is overnight travel involved. Please hold per diem food costs to $75/day when you are traveling overnight.

Hotel: please let us know your dates and where you need to be and we will book the hotel for you.

We must have receipts for everything except mileage in order to reimburse you.

4.10 Business Expenses

Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal Company procurement processes.

Business Meetings (Company-Sponsored Events and Meetings)

The Company pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other Company employees. The most senior Company employee present is to pay and report all expenses.

The Company will make every effort to have a master account set up for Company-wide and large group events. However, if you are at a small meeting or staying by yourself at a hotel, pay individually and submit for reimbursement accordingly.

Entertainment

The Company pays for entertainment expenses only when they clearly benefit the Company and include customers and are promotional in nature. The most senior Company employee present is to pay and report all expenses.

Technical and Training Seminars

The Company pays for expenses associated with attendance at classes and seminars that enhance job-related skills. Prior approval must be obtained by the employee's manager/supervisors and appropriate management.

Employee Reporting

Employees are to report their approved expenses on the standard Expense Report Form and must include a description of the expense, its business purpose, date, place, and the participants.

4.11 Use of Company Credit Cards

Every employee in the possession of a Company issued credit card will adhere to the strictest guidelines of responsibility for the proper protection and use of that card. Company credit card purchases related to Company vehicle use (gas, oil, etc.) under $100 do not require prior approval. Company credit card purchases over $500 must receive prior approval from your supervisor or manager.

All sales receipts generated by use of the Company credit card must be turned in on the same day to the Finance Specialist. Company credit cards are not to be used for personal reasons and could be grounds for termination. Use of the company credit card is restricted to approved business related expenses.

Any unauthorized purchases made with a Company issued credit card will be the cardholder's responsibility. Any such purchase will be reimbursed to the company by the employee within 2 days.

Lost or stolen Company issued cards must be reported immediately to the owner. Failure to follow this policy may result in disciplinary action up to and including discharge.

4.12 Rest and Meal Periods

The Company strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding rest and meal periods. Please check with your supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, please let your supervisor know; in addition, notify your supervisor if you were unable to or prohibited from taking a rest or meal period at the soonest opportunity.

Meal Periods

Employees shall be entitled to an uninterrupted and 'duty free' meal period of at least a thirty-minute duration when the scheduled work shift exceeds six consecutive hours of work. The employees must be completely relieved of all duties and permitted to pursue personal activities to qualify as a non-work, uncompensated period of time. When the nature of the business activity or other circumstances exist that makes an uninterrupted meal period impractical, the employee shall be permitted to consume an “on-duty” meal while performing duties. Employees shall be permitted to fully consume a meal of choice “on the job” and be fully compensated for the “on-duty” meal period without any loss of time or compensation.

Deductions For Meals

The reasonable cost or fair market value of meals provided to the employee may be used as part of the minimum hourly wage. No profits to the employer may be included in the reasonable cost or fair market value of such meals furnished. The meal must be consumed before deductions are permitted.

Rest Periods

The law in Massachusetts states that an employer must provide a thirty-minute meal break during each work shift that lasts more than six hours. This one half-hour meal break is unpaid. In addition, Massachusetts' law does not require employers to provide any rest breaks. Such rest periods shall not be deducted from the employee's wages. It is not necessary that the employee leave the premises for said rest period.

Hudson Growers Alliance, LLC provides a rest period of 15 minutes for every 4 hours of work.

4.13 Accommodations for Nursing Mothers

Hudson Growers Alliance, LLC will provide nursing mothers reasonable unpaid break time to express milk for their infant children for up to two years following the child's birth.

To ensure privacy, nursing mothers will be provided a private room, other than a restroom, to express their milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

Nursing mothers will also be provided a refrigerator to store their breast milk. Employees are responsible for labeling their milk with their name and the date on which the milk was expressed.

Nursing mothers are encouraged to discuss the length and frequency of breastfeeding breaks with their supervisor.

Employees who have any questions or concerns regarding this policy should contact their supervisor or owner.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Performance Improvement

Hudson Growers Alliance, LLC will make efforts to periodically review your work performance. The performance improvement process will take place on an annual basis, or as business needs dictate. You may specifically request that your supervisor assist you in developing a performance improvement plan at any time. The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Company pay raises and promotions are based on numerous factors, only one of which is job performance.

5.2 Promotions

In an effort to match you with the best job for you and to meet the business needs of the Company, you may be transferred from your current job. It is the Company's policy to promote from within the Company only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

All employees promoted into new job positions will undergo a 30-day introductory period as described in the New Employees and Introductory Periods section. Unlike new hires, however, such employees will continue to receive Company benefits for which they are eligible.

5.3 Pay Raises

Depending on the Company's financial health and other factors, efforts will be made to give pay raises consistent with Company profitability, job performance, and the consumer price index. Hudson Growers Alliance, LLC may also make individual pay raises based on merit or due to a change of job position.

Pay raises are scheduled annually to take place after the June review period. Depending on the pay dates, pay raises will be given as close to July 1 as possible each year.

5.4 Standards of Conduct

Hudson Growers Alliance, LLC wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all of our employees, clients, customers, and other stakeholders. Every employee has a shared responsibility toward improving the quality of our work environment. If you see something that is not right, say something. By deciding to work at this Company, you agree to follow the Company's rules.

While it is impossible to list every item that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit the Company's right to discipline or discharge employees for any reason permitted by law. In fact, while we value our employees, the Company retains the right to terminate an employee on an "at-will" basis.

Examples of inappropriate conduct include but not limited to:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Possession, use or being under the influence of drugs or alcohol on the premises or while on Hudson Growers Alliance business.
- Inaccurate reporting of the hours worked by you or any other employee.
- Excessive tardiness, absenteeism or abuse of any paid time off policy.
- Failure to give proper notice of an expected absence.
- Providing knowingly inaccurate, incomplete or misleading information when speaking on behalf of the Company or in the preparation of any employment related documents including, but not limited to, job applications, personnel files, employment review documents, intra-Company communication or expense records.
- Willful violation of HIPAA privacy laws.
- Taking or destroying Company property.
- On-duty possession of potentially hazardous or dangerous property as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment (as defined in our EEO policies) of, any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in undesignated areas.
- Working unauthorized overtime.

- Solicitation of fellow employees on the Company premises during working time (Refer to Nonsolicitation/Nondistribution Policy).
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policies) language in the workplace.
- Outside employment which interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or providing lock codes to Company property to unauthorized persons.
- Off-duty or pre-employment conduct that reflects or may adversely reflect on Hudson Growers Alliance if the employee were to remain employed. This includes any previous conduct that results in the inability to obtain or renew a marijuana establishment agent badge.
- Taking supplies, materials or scrap product that belong to Hudson Growers Alliance for personal use.
- Diversion of cannabis products from HGA, which if found suspicious will be reported to the CCC and Hudson Police Department.

These examples are not all-inclusive, but merely illustrate the kind of conduct that may be detrimental to Hudson Growers Alliance , its clients or employees. Employees may be discharged or disciplined for conduct not specifically mentioned in this policy manual, as determined in the sole discretion of Hudson Growers Alliance .

Nothing in this policy is intended to limit employee rights under the National Labor Relations Act.

5.5 Criminal Activity/Arrests

Involvement in criminal activity, whether on or off Company property, during employment may result in disciplinary action including suspension or termination of employment. Disciplinary action depends upon a review of all factors involved, including whether or not the employee's action was work-related, the nature of the act, or circumstances which adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any case in court.

Employees are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled as a result of an arrest may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

Any disciplinary action taken will be based on information reasonably available. This information may come from witnesses, police, or any other source as long as management has reason to view the source as credible.

5.6 Drug, Alcohol, and Smoke Free Policy

Hudson Growers Alliance, LLC is concerned about the effect that smoking, second- hand smoke inhalation, alcohol consumption, and drugs can have on its employees and clients safety and well-being. Smoking, drinking alcohol, and doing drugs in the office, client

areas, and restrooms is prohibited. Per Massachusetts law Hudson Growers Alliance, LLC facilities will be a smoke free workplace.

Hudson Growers Alliance, LLC considers drug and alcohol abuse a serious matter which will not be tolerated. The company absolutely prohibits employees from using, selling, possessing, or being under the influence of illegal drugs, marijuana, alcohol, or controlled substance or prescription drug not medically authorized while at their job, on Company property, or while on work time.

Therefore, it is the Company's policy that:

1. Employees shall not report to work under the influence of alcohol, marijuana, illegal drugs, or any controlled substance or prescription drug not medically authorized.
2. Employees shall not possess or use alcohol, marijuana, illegal drugs, or any controlled substance or prescription drug not medically authorized while on company property or on company business.
3. Employees shall not smoke tobacco or any smokable substance on the property of Hudson Growers Alliance .

The Company also cautions against use of prescribed or over-the-counter medication which can affect an employee's ability to perform his or her job safely or the use of prescribed or over-the-counter medication in a manner violating the recommended dosage or instructions from the doctor. Employees must have a valid prescription for any prescription medication used by employees while working for the Company. Please inform your supervisor prior to working under the influence of a prescribed or over-the-counter medication that may affect your ability to perform your job safely. If the Company determines that the prescribed or over-the-counter medication does not pose a safety risk, you will be allowed to work. Failure to comply with these guidelines concerning prescription or over-the-counter medication may result in disciplinary action, up to and including termination of employment.

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

Employee must not:

- Bring personal cannabis products into company premises.
- Remove any company products, including scrap from company premises.
- Consume any company products while working.
- Being intoxicated on the company premises.

5.7 Disciplinary Process

Violation of Company policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate an employee where he or she violates the rules of conduct, or

where the quality or value of the employee's work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at will" basis.

In appropriate circumstances, management will provide the employee first with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, the Company is not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, employees may be disciplined or terminated without any prior warning or procedure.

5.8 Problem-Solving Procedure

We strive to provide a comfortable, productive, legal, and ethical work environment. To this end, the Company wants you to bring any problems, concerns, or grievances you have about the work place to the attention of your supervisor and, if necessary, to upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your supervisor at a time and place that will allow the supervisor to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisor. If you have discussed this matter with your supervisor before and do not believe you have received a sufficient response, or if you believe your supervisor is the source of the problem, we request you present your concerns to upper level management. Please indicate what the problem is, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.9 Outside Employment

Subject to other policies, including Conflict of Interest below, Hudson Growers Alliance has no objection to an employee holding another job (in addition to his or her employment with Hudson Growers Alliance) as long as he or she can effectively meet the performance standards for his or her position with Hudson Growers Alliance . However, we ask employees to think seriously about the effects that another job may have on their endurance, personal health and well-being, performance, and effectiveness with Hudson Growers Alliance . Employees holding another job must remember that Hudson Growers Alliance is the primary employer and is entitled to the loyalty and primary efforts of the employee while employed with Hudson Growers Alliance .

All employees will be held to the same scheduling demands and standards of performance. We cannot make exceptions for those who also hold outside jobs. If an outside position interferes with the employee's ability to work for Hudson Growers Alliance , that employee will be subject to disciplinary action for tardiness and unsatisfactory attendance or work performance in accordance with normal disciplinary policy.

5.10 Prevention of Diversion

All Hudson Growers Alliance agents and employees are responsible for stopping diversion of cannabis products out of the facility. If anyone finds or suspects someone of diversion, you must notify your supervisor or ownership immediately. The CCC and Hudson Police department will be notified if any product is in fact missing. If found guilty of diversion, you will be terminated immediately.

6.0 General Policies

6.1 Driving Record

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license and acceptable driving record. The Company may run a motor vehicle department check to determine an employee's driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions, must be reported to the Company.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. Employees using their own vehicle as a part of their employment duties must provide management with a current proof of insurance statement or card. A new proof of insurance is required every time your policy expires and renews.

6.2 Telecommuting Policy

Telecommuting is defined as an employee regularly working a full or partial workday from home or some other alternate work site.

The company will make telecommuting available to employees when it benefits organizational and departmental needs. This option may not be available in some job classifications due to business needs.

Those granted a telecommuting arrangement will be subject to the same performance standards as they were held to prior to telecommuting. Telecommuting work areas may be evaluated to ensure that appropriate safety standards are met. Telecommuting may be a reasonable accommodation, and if you are requesting telecommuting as a reasonable accommodation you should consult with Human Resources as soon as possible.

6.3 Use of Company Vehicles

Company vehicles are to be used for Company business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

Drivers of Company vehicles are to immediately report all infractions or violations while driving a Company vehicle and all restrictions, suspensions, or revocations against their driver's license to their supervisor immediately.

When a Company vehicle cannot be operated, is unsafe for use, or has been damaged, notify a supervisor or manager immediately.

The driver of a Company vehicle is responsible for the vehicle while in his or her charge and must not permit unauthorized persons to drive it.

The driver is responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

No person shall operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a company vehicle or drive a personal vehicle on company business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, termination of employment is possible.

6.4 Authorization for Use of Personal Vehicle

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. The Company may run a motor vehicle department check to determine an employee's driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Company.

6.5 Personnel Records

The Company maintains a personnel record for every employee. Every effort will be made to keep your personnel records confidential. Access is on a "need-to-know" basis only. This includes, but is not limited to, supervisors and others in management reviewing the file for possible promotion, transfer, or layoff.

If an employee wishes to review his or her personnel file he or she may do so after giving the Company reasonable notice. Inspection must occur in the presence of a Company representative. All requests by an outside party for information contained in your personnel file will be directed to the Human Resources department, which is the only department authorized to give out such information.

6.6 Employee Privacy and Right to Inspect

Company property, including but not limited to, lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to the employee, and without the employee's presence. Employees should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, any employee property maintained on Company premises including that kept in lockers and desks.

The Company may provides lockers for the personal possessions of its employees. These lockers should be maintained in a clean and sanitary condition. As part of the employee's privilege for use of these lockers, employees must agree to allow the Company to inspect or otherwise gain access to the locker and its contents at any time, with or without notice to the employee, and without the employee's presence.

6.7 Voicemail, Email, and Internet Policy

This Voicemail/Email/Internet Policy is intended to provide each employee of the Company with the guidelines associated with the use of the Company's voicemail/email/Internet system (the system). This policy applies to all employees, contractors, vendors, partners, or associates, and any others accessing and/or using the Company's system through onsite or remote terminals.

General Provisions

- The system, and all data transmitted or received through the system, are the

exclusive property of the Company. No individual should have any expectation of privacy in any communication over this system. Any individual permitted to have access to the Company's system will be given a voicemail, email and/or Internet address and/or access code, and will have use of the system, consistent with this policy.

- The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over the system. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without the prior consent of the employee.
- The Company's interests in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the Company's computer system; and/or assisting the employee in the management of electronic data during periods of absence. No individual should interpret the use of password protection as creating a right or expectation of privacy. In order to protect everyone involved, no one can have a right or expectation of privacy with regards to the receipt, transmission or storage of data on the Company Voicemail/Email/Internet system.

Any employee who violates the policies in this handbook will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

6.8 Social Media Policy

At Hudson Growers Alliance, LLC, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all employees who work for Hudson Growers Alliance, LLC.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. ***Social media*** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with Hudson Growers Alliance, LLC, as well as any other form of electronic communication.

The same principles and guidelines found in Company policies and these basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer,

manager, owner, or employee of the company. Before creating online content, you may want to consider some of the risks and rewards that are involved.

Know and Follow the Rules

Carefully read these guidelines, the Company Ethics Code, Standards of Conduct, and EEO Statement and Nonharassment Policy, and ensure your postings are consistent with these policies. Postings that include unlawful discriminatory remarks, harassment (as defined by our EEO policy), and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

You Are Encouraged to Show Respect

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. However, everyone should be aware of the negative impact comments of this nature can have on the workplace and relationships with others. In addition, please keep in mind that you may be more likely to resolve work-related disputes by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment (as defined by our EEO policies). Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or company policy.

Honesty and Accuracy

You should understand that honesty and accuracy are important when posting information or news, and that it is good practice to correct a mistake quickly. You may want to be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings often can be searched.

Posting Information

When posting information:

- Maintain the confidentiality of Company trade secrets and confidential Company-related commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.).
- Do not create a link from your blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of Hudson Growers Alliance, LLC.
- Never represent yourself as a spokesperson for Hudson Growers Alliance, LLC. If the Company is a subject of the content you are creating, do not represent yourself as speaking on the Company's behalf.
- Respect copyright, trademark, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Refrain from using social media while on your work time, unless it is work related as authorized by your manager or consistent with the Company Equipment Policy.

Retaliation Is Prohibited

Company prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating or not cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media Contacts

Employees should not speak to the media on the Company's behalf without contacting management. All media inquiries for official Company responses should be directed to them.

For More Information

If you have questions or need further guidance, please contact your supervisor.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. Employees have the right to engage in or refrain from such activities.

6.9 Employee Suggestions/Open Door Policy

We welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your supervisor or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Company.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are considered to be the property of the Company.

6.10 Company Bulletin Boards

Hudson Growers Alliance, LLC maintains official bulletin boards located at Hudson Growers Alliance entrance for the purpose of providing employees with its official notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Company may also post information of general interest to the employees on the bulletin board. Please keep informed about this material by periodically reviewing the Company bulletin board. Only authorized personnel are allowed to add and remove notices from the Company bulletin board.

6.11 Personal Appearance

Please refer to each department's guidlines for Dress Code, Safety Equipment and Uniforms. This policy will reflect, OSHA, GMP and HACCP practices.

6.12 Personal Cell Phone/Mobile Device Use

Cell phone usage is not permitted in any production or processing area of the Hudson Growers Alliance facility except with the permission of your supervisor. Cell phones may be used for emergency use.

6.13 Off-Duty Use of Company Property or Premises

Employees may not use Company property for personal use during working time. Employees are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes using copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is the policy of the Company to control off duty and nonworking hour use of Company facilities either for business or personal reasons. Employees are prohibited from using Company facilities during off duty or non-working hours without the written consent of their supervisor. Employees using Company facilities during off duty hours or non-Company hours may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

6.14 Security

Every employee is responsible for helping to make this a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or other similar devices to your supervisor immediately. You should refrain from discussing with nonemployees specifics regarding Company security systems, alarms, passwords, etc.

We also request that you immediately advise your supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security is the responsibility of every employee and we rely on you to help us keep our premises secure.

Only employees and registered visitors are allowed within the Hudson Growers Alliance facility.

6.15 Third Party Disclosures

From time to time, our Company may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the Company's position to an Owner. If you have any questions about this policy or are not certain what to do when such a contact is made, please contact an Owner.

6.16 Personal Data Changes

It is your obligation to provide the Company with all of your current contact information, including current mailing address and telephone number. Please inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings.

6.17 Marijuana Establishment Agent Badge Policy

Anyone who is working Hudson Growers Alliance facility is required by law to have a Marijuana Establishment Agent Badge issued by the Massachusetts Cannabis Control Commission. Hudson Growers Alliance reimburses employees for their badge renewal cost. If you are to resign within 6 months of badge renewal you are responsible for the full price of your badge. Badges are required to be worn in limited access areas, at all times and while transporting cannabis products.

A *full-time employee* is defined as a common-law employee employed in a category designated by management and scheduled to work at least 40 hours per week, or 2,080 hours per year. Full-time classification does not include part-time, temporary or occasional employees.

A *part-time employee* is defined as a common law employee employed in a category designated by management and scheduled to work less than 35 hours per week, normally averaging 18-25 hours per week. Part-time classification does not include full-time, temporary or occasional employees.

7.0 Benefits

BENEFITS

NOTE: Any benefits or benefit plans described in these policies are convenient summaries only. An employee's eligibility for or rights to any benefits will be subject to and governed by the governing benefit plan documents and applicable law, as either may be amended from time to time. Hudson Growers Alliance reserves to itself and to any administrator or fiduciary of any benefit or benefit plan described or referred to in this policy manual (or any other benefit or benefit plan of Hudson Growers Alliance), the discretionary authority to determine eligibility of any employee or claimant for or under any such benefit or plan, pursuant to the terms of the relevant plan document and applicable law, as either may be amended from time to time, and to interpret and construe the terms of any such benefit or plan. Hudson Growers Alliance further reserves the right to at any time add, amend, modify, supplement or terminate any benefit, benefit plan or employee benefit. For answers to any questions you may have regarding any benefit or benefit plan, first refer to

the applicable plan documents. For additional assistance, you may contact the plan administrator listed in the plan documents.

7.1 Employees Eligible for Benefits

A benefits eligible employee is an employee who has completed his or her 30 day introductory period and is regularly working in excess of 35 hours per week. Unless stated otherwise, all the benefits provided to employees are for employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

7.2 Regular Part-Time Employees

Any employee who works less than 35 hours per week is considered a part-time employee. Part-time employees are not eligible for Company benefits unless specified otherwise in this handbook or in the benefit plan summaries.

7.3 Temporary Employees

Temporary employees are hired for a specific period or specific work project. The Company reserves the right to extend the duration of temporary employment where necessary. Temporary employees are not eligible for employee benefits unless specified otherwise in this handbook or in the benefit plan summaries.

7.4 Exempt Employees

If you are classified as an exempt employee at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are an exempt or nonexempt employee, contact your supervisor for clarification.

7.5 Paid Time Off (PTO) Hourly Employees (Non-Management)

Hudson Growers Alliance provides 48 hours of paid time off (PTO) after 30 days of employment to hourly employees who can use the time for personal needs such as vacation, illness, doctor's appointments or for any other personal reason.

Each full time hourly employee will accrue PTO every pay period in hourly increments with the total prorated over a twelve month period. These hours will be added to the employees PTO account and will be subtracted from this account when used. At 96 hours of accrued PTO, accruals will stop. You will begin accruing PTO again when accrued time falls below 96 hours.

Part-time and contract employees are not eligible for PTO. PTO is accrued based on a 35 hour work week after 30 days of employment with us, and is prorated based on the number of hours worked. In addition to this, everyone will receive above paid holidays

PTO will not accrue in the case where the employee takes unpaid leave, is on disability, or worker's compensation leave.

Time that would not qualify under the definition of PTO would include jury duty,

bereavement leave, mandatory jury duty, and any paid company holiday.

In order to take PTO, a minimum of 2 weeks' notice must be given to the employee's supervisor, unless it is an emergency. Either way, the PTO must be approved by the employee's supervisor in advance. It is encouraged to give as much notice as possible when you are scheduling your PTO.

7.6 Family and Medical Leave of Absence Policy

A. General

We recognize that there are times when an employee may need to be absent from work due to qualifying events under the Family and Medical Leave Act (FMLA). Accordingly, we will provide eligible employees up to a combined total of 12 weeks of unpaid FMLA leave per leave year for the following reasons and any other leave authorized by the FMLA or applicable state law:

- **Parental Leave:** For the birth or placement of an adopted or foster child;
- **Personal Medical Leave:** When an employee is unable to work due to his or her own serious health condition;
- **Family Care Leave:** To care for a spouse, child, or parent with a serious health condition;
- **Military Exigency Leave:** When an employee's spouse, parent, son, or daughter (of any age) experiences a qualifying exigency resulting from military service (applies to active service members deployed to a foreign country, National Guard and Reservists); and
- **Military Care Leave:** To care for an employee's spouse, parent, son, daughter (of any age), or next of kin who requires care due to an injury or illness incurred while on active duty or was exacerbated while on active duty. **Note:** A leave of up to 26 weeks of leave per 12-month period may be taken to care for the injured/ill service member.

B. Key Policy Definitions

- ***Eligible employees*** under this policy are those who have been employed by our Company for at least 12 months (need not be consecutive months and under certain circumstances hours missed from work due to military call-up will also be counted) and have performed at least 1,250 hours of service in the 12-month period immediately preceding the date leave is to begin. Employees who work in small locations with fewer than 50 employees within 75 miles, are not eligible for leave. However, employees should contact Human Resources to discuss other types of leave that might be available for the reasons listed in this policy.
- ***Leave year*** for the purposes of this policy shall be a rolling 12-month period measured backward from the date an employee uses any FMLA leave.
- A ***spouse*** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage arose.
- A ***son or daughter*** for the purposes of parental or family leave is defined as a biological, adopted, foster child, step-child, legal ward, or a child for whom the employee stood in loco parentis to, who is (1) under 18 years of age or, (2) 18 years of age or older and incapable of self-care because of physical or mental

disability. A son or daughter for the purposes of military exigency or military care leave can be of any age.

- A ***parent*** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to the employee when the employee was a son or daughter.
- ***Next of kin*** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual shall be the only next of kin. In appropriate circumstances, employees may be required to provide documentation of next of kin status.
- A ***serious health condition*** is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions which may qualify, contact Human Resources.
- A ***health care provider*** is a medical doctor or doctor of osteopathy, physician's assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- ***Qualifying exigencies*** for military exigency leave include:
    - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
    - Attending official ceremonies, programs, or military events;
    - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
    - Making financial and legal arrangements;
    - Attending counseling sessions for the military service member, the employee, or the military service members' son or daughter who is under 18 years of age or 18 or older but is incapable of self-care because of a mental or physical disability;
    - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
    - Post-deployment activities such as arrival ceremonies, reintegration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events is available during a period of 90 days following the termination of active duty status). This type of leave may also be

taken to address circumstances arising from the death of a covered military member while on active duty;
    - Parental care when the military family member is needed to care for a parent who is incapable of self-care (e.g. arranging for alternative care or transfer to a care facility); and
    - Other exigencies that arise that are agreed to by both the Company and employee.
- A ***serious injury/illness*** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

C. Notice and Leave Request Process

Foreseeable Need for Leave: If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, employees must give at least 30 days' notice. If 30 days' notice is not practicable, notice must be given as soon as possible. Employees are expected to complete and return a leave request form prior to the beginning of leave. ***Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.***

Unforeseeable Need for Leave: If the need for leave is unforeseeable, notice must be provided as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Employees are expected to complete and return the necessary leave request form as soon as possible to obtain the leave.***Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.***

Leave Request Process: To request leave under this policy, employees must obtain and complete a leave request form from their supervisor or Human Resources and return the completed form to Human Resources. If the need for leave is unforeseeable and employees will be absent more than three days, employees should contact Human Resources by telephone and request that a leave form be mailed to their home. If the need for leave will be fewer than three days, employees must complete and return the leave request form upon returning to work.

Call-in Procedures: In all instances where an employee will be absent, the call-in procedures and standards established for giving notice of absence from work must be followed.

D. Leave Increments

Parental Leave: Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental Leave must be completed within 12 months of the birth or placement of the child; however, employees may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave: Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a healthcare

provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

E. Paid Leave Utilization During FMLA Leave

Employees taking parental, family care, military exigency and/or military care leave must utilize available vacation/PTO, personal days, and/or family illness days during this leave. Employees on personal medical leave must utilize available sick, personal, and vacation/PTO days during this leave. Employees receiving short- or long-term disability or workers' compensation benefits during a personal medical leave will not be required to utilize these benefits. However, employees may elect to utilize accrued benefits to supplement these benefits.

F. Certification and Fitness for Duty Requirements

Employees requesting family care, personal medical, or military care leave must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite the employee's diligent efforts. Failure to timely provide certification may result in leave being delayed, denied, or revoked. In the Company's discretion, employees may also be required to obtain a second and third certification from another health care provider at Company expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

Employees requesting a military exigency leave may also be required to provide appropriate active duty orders and subsequent information concerning particular qualifying exigencies involved.

Employees requesting personal medical leave will also be required to provide a fitness for duty certification from their health care provider prior to returning to work.

G. Scheduling Leave and Temporary Transfers

Where possible, employees should attempt to schedule leave so as not to unduly disrupt operations. Employees requesting leave on an intermittent or reduced schedule basis that is foreseeable based on planned medical treatment may be temporarily transferred to another job with equivalent pay and benefits that better accommodates recurring periods of leave.

H. Return to Work

Employees returning to work at the end of leave will be placed in their original job or an equivalent job with equivalent pay and benefits. Employees will not lose any benefits that accrued before leave was taken. Employees may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

I. Spouse Aggregation

In the case where an employee and his or her spouse are both employed by the Company,

the total number of weeks to which both are entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, a husband and wife employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed because of an employee's own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

J. General Provisions

Failure to Return: Employees failing to return to work or failing to make a request for an extension of their leave prior to the expiration of the leave will be deemed to have voluntarily terminated their employment.

Alternative Employment: No employee, while on leave of absence, shall work or be gainfully employed either for himself, herself, or others unless express, written permission to perform such outside work has been granted by the Company. Any employee on a leave of absence who is found to be working elsewhere without permission will be automatically terminated.

False Reason for Leave: Termination will occur if an employee gives a false reason for a leave.

7.7 Military Leave (USERRA)

The company complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (with amendments) and all applicable state law. Documentation of the need for the leave is required to be submitted to Human Resources. An employee returning from military leave of absence will be reinstated to his or her previous or similar job in accordance with state and federal law. You must notify your manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits and reinstatement upon return from military leave, please contact Human Resources.

7.8 Jury Duty and Witness Leave

If you are summoned for jury duty, please make scheduling arrangements with your supervisor as soon as you receive your summons or subpoena. All regularly employed trial or grand jurors will be paid regular wages (but not to exceed $50 per day unless mutually agreed to) for the first three days of juror service or any part thereof. You may use PTO/vacation pay during the unpaid jury leave.

7.9 Voting Leave

Upon prior request (before election day), you will be provided up to two hours of paid time off to vote if you do not have three or more nonwork hours in which to vote during the hours the polls are open. The time when you can go to vote will be at the discretion of

your supervisor, consistent with applicable legal requirements.

7.10 Domestic Violence Leave

Hudson Growers Alliance, LLC will provide employees who are victims of domestic violence, including sexual abuse, stalking, sexual assault, or any other crime including an act found by a court to be domestic violence, up to three days of [paid, unpaid] leave time within a 12-month period.

Eligibility

Only employees employed with the Company for 12 or more months are eligible for this leave.

Use of Leave

Employees may use leave available under this policy to:

- Seek a civil protection order to prevent domestic abuse.
- Obtain medical care and/or medical health counseling for the employee or the employee's children to address physical or psychological injuries resulting from the act of domestic abuse, stalking, sexual assault, or other crime involving domestic violence.
- Make the employee's home secure from the perpetrator of the crime or seek new housing to escape the perpetrator.
- Seek legal assistance to address issues arising from the crime and attend and prepare for court-related proceedings arising from the act or crime.

Notice

Except in a case of imminent danger, an employee seeking leave from work under this policy must provide the Company with advance notice of the leave. In addition, the Company may require the employee to provide documentation verifying the need for the leave. Confidentiality of the situation will be maintained to the extent possible.

Retaliation

Hudson Growers Alliance, LLC will not retaliate against any employee who seeks or takes leave under this policy.

7.11 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work related injuries. Workers' compensation insurance coverage is paid for by the employer and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job, no matter how slightly, you are to report the incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

7.16 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by the Company and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

8.0 Safety and Loss Prevention

8.1 General Safety Policy

Safety Policy

Hudson Growers Alliance wants every employee to enjoy a safe workplace. Employees must comply with all safety rules and policies (and rules and policies of clients when on client premises) and all requirements of OSHA- the Occupational Safety and Health Act.

In accordance with applicable law, Hudson Growers Alliance has established a safety committee to constitute and have such duties as defined by applicable state law. Employee members of the safety committee will be paid for their time while attending committee meetings or while otherwise engaged in committee duties. Employees must comply with the injury prevention program adopted by the safety committee.

Please observe Hudson Growers Alliance safety rules in every phase of your work, with particular emphasis on proper lifting techniques when handling heavy objects. You are required to participate in the safety effort of Hudson Growers Alliance by working safely and attending safety sessions when offered. Incidents involving personnel are reviewed on a regular basis to identify safety hazards. If you should have an incident or injury or observe an unsafe condition, report it to your supervisor immediately, no matter how insignificant it may seem. Your particular job requirements may include additional specific safety guidelines, which you are required to observe and practice with no exceptions. You will not be subject to reprisal or retaliation for reporting unsafe conditions to management or outside enforcement authorities.

If you see a safety violation or concern, say something.

The following guidelines have been established as a part of Hudson Growers Alliance 's safety policy:

The safe way is the right way to do each job. Shortcuts are not the way.
Know your job procedures. If in doubt, ask your supervisor.

Operate equipment only when authorized and with all safety guards in place.

Report unsafe acts to your supervisor before someone is injured.

Report unsafe conditions immediately to your supervisor and/or owners.

Report any conditions that you feel are less than optimal to your health or safety to your supervisor and/or owner. If special equipment or resources are needed to accommodate health conditions, these must be approved and ordered by a supervisor or owner. The company will not reimburse employees for equipment that is ordered without prior approval. Report unsafe equipment to your supervisor right away. Do not attempt repairs no matter how skilled you feel you are.
Report any incident right away **(even if no injury)** to your supervisor and/or owners.
At the scene of an incident, be helpful, courteous, and avoid argument or discussion of the situation. Report the incident to your supervisor immediately if possible. (documenting conditions helps us help you).
Get medical aid even for small injuries. Delay can make it worse.

Arrive at work rested, clean, and in good health. Be able to give full attention to your job.
Report infections to your supervisor (which can be evidenced by conditions such as: skin eruption, boil, sore throat, vomiting, fever, etc.).
If you feel ill at work, report to your supervisor. Get medical aid to protect yourself and others. Keep health tests up to date.
Follow guidelines for health in the prevention of communicable diseases. These guidelines are for your health and safety and those with whom you work.
Warning signs help you prevent incidents. Obey them! Remind others, too.

If using chemicals, read labels, and relevant Material Safety Data Sheet. (MMSDS) carefully to follow safety warnings, mixing instructions, etc.
Horseplay is NOT allowed. Practical jokes can cause serious injury.

You are required to observe all safety notices posted and any specific safety requirements for your particular job.
Violent acts in the workplace, including threats and intimidation are NOT allowed. This includes all threats, verbal or physical. Any such occurrences should be immediately reported to management.

Reporting Injuries

To ensure that proper attention is given and appropriate action taken when an injury occurs within the workplace, please follow these procedures:

Report the injury to your on-site supervisor immediately. If your supervisor is not immediately available, report to the manager or other authorized person. Seek or obtain medical attention if required.
Report the injury to your Hudson Growers Alliance supervisor and/or Owners within 24 hours, or as soon as practical. Worker's Compensation laws require the processing of claims within reasonable time frames. All injuries/accidents MUST be reported promptly for claim submission.
If you are involved in or are a witness to an incident, you should provide information in order for the appropriate report to be completed. Please be aware of the importance of immediate action in recording all details of the incident.

Incident Reports

An incident report must be filled out and signed by any employees who witness an

incident or injury immediately following the occurrence. Failure to do so may result in disciplinary action. This policy is important to the safety and well-being of all our employees.

Hazardous Chemicals Introduction

OSHA developed the hazard communication standard with the goal of reducing the chance of chemically caused illnesses and injuries to workers by providing you, as an employee, with information regarding the hazards or chemicals you may be exposed to in your work. The standard requires that we have a written hazard communication program, which includes information on container labeling, Material Safety Data Sheets (MSDS), and an employee-training program.

Although the standard uses the word "Hazardous" to describe the chemicals in question, it also includes items we use everyday that many of you would not consider hazardous such as: motor oil, coolants, paint, solvents, and glues. These items are commonly used, sometimes daily, and rarely with any problems. However, they should be treated as hazardous chemicals. Knowing more about chemicals we use will make you aware of potential problems and help reduce or eliminate health and safety problems when you use these chemicals.

There are three areas you should be familiar with about chemical products to which you may be exposed:

Container Labeling
Listing of Chemical Products in Use
Material Safety Data Sheets (MSDS)

Container Labeling

Chemical containers cannot be shipped from the manufacturers or distributors unless they are properly labeled with the identity of the chemical. The label should tell you what chemical is in the container, what hazard that chemical may present and name and address of the manufacturer. Labels should not be defaced or removed and no chemical shipments should be accepted, even on a trial basis, without the proper label.

When transferring chemicals from large containers to a smaller container a label should be applied to the new container, unless the product is to be immediately and completely used by the person who transferred the chemical, and he or she knows the new container's content and that the transfer to the new container is appropriate.

The basic purpose of labeling requirements are to give an immediate warning of the chemical inside the container and to remind you that more detailed information is available from Material Safety Data Sheets. If a chemical container has no label, immediately inform your supervisor so that the contents can be labeled appropriately. Do not use the contents of any container that does not have a label or is expired.

Chemical Product List

Each jobsite and office location has a list of chemical products used in our company's operation. This list is alphabetized by product name and also by manufacturer's name.

Should you have questions on any of the chemicals on this list, you can request a copy

of the Data Safety Sheet for your information. Make your request through your supervisor.

Material Safety Data Sheets (MSDS)

These are technical bulletins prepared by companies who make chemicals. They should contain the following information:

The identity of the chemical, including the chemical and common names.
Physical and chemical characteristics of the chemical.
Known acute and chronic health effects and related health information on the chemical.
Exposure limit.
Whether chemical is considered carcinogenic.
Precaution measures to take when using the product.
Name and address of the company who prepared the information.
Emergency and first aid procedures.

The safe use of chemicals depends on:

Recognizing the hazard: Know the product you are using, read the MSDS, become familiar with precautions to be taken, and heed warnings by the manufacturer. Use only in accordance with label instructions.
Evaluating your use: Look at yourself and what you are trying to accomplish with the chemical.
Controlling your exposure: Personal protection equipment (PPE) should be used as recommended, proper ventilation is required, and follow appropriate storage requirements.
Always consider these three elements when working with any chemicals.

Chemical Exposure

The MSDS should provide information on chemical exposure threshold limits and routes of entry, as these terms are described below.

Threshold limits - How much of a product you can be exposed to without it being hazardous. Example: fumes from solvents, adhesives, welding, etc. A small amount of fumes inhaled over a short period of time may or may not affect you. A small amount breathed continually for 8 hours a day or a 40-hour week will increase the overall dose and could have ill effects. On the other hand, a large amount of fumes for a few minutes may be irritating and may or may not have lasting effects.

Routes of entry - How chemicals get into our system: inhalation (breathing fumes or vapors), absorption (through skin pores after handling or getting on clothing), ingestion (swallowing or eating). Though you would not think of eating a chemical product, if you eat lunch, or a snack at break time without washing your hands, you may be eating the chemical that is on your hands.

Types of Chemicals - Some examples and how they can affect us:

Corrosives - Such as battery acid and sulfuric acid, corrode or eat away at metals and steel and can do the same to your hands and face.
Irritants – Such as solvents, do as they say, they irritate the skin or membranes and can cause a rash or dermatitis.
Sensitizers – Such as epoxy and lacquers, affect the nervous system, coordination, muscle control, and thinking (brain).
Toxins – Such as carbon monoxide, enter the blood stream and are carried to the brain and nervous system. In excessive amounts, will shut them down.
Carcinogens – Such as asbestos fibers, are proven cancer causing to lungs and cell tissue.

Conclusion

Hazard communication is common sense thinking about what you are doing, informing yourself, preparing for the task, and taking the necessary precautions. What you do not know **CAN HURT YOU.** By knowing, checking the MMSDS, evaluating your use, and controlling your exposure you can make chemical products work for you successfully and safely.

Health Requirements

All employees shall be of sufficient good health to properly discharge their duties. Employees who have an infectious disease shall not be permitted to work for the duration of communicability. If an employee becomes ill or injured while on duty, it is his/her responsibility to report such illness or injury to his/her supervisor immediately. Failure to do so may result in a loss of potential benefits for that illness or injury. If an employee has excessive absences from work due to illness, his/her physical condition may be reviewed to determine the ability to continue in that position, and a physician's release that he/she is able to work may be required.

- Supervisor and manager responsibility: Supervisors and managers must forbid entry into the plant to any employee who, by the person’s acknowledgement or direct observation, is shown to have, or appears to have any of the following symptoms:
  - Infection
  - Unmanageable sinus drainage, coughing, or sneezing
  - Open lesions
  - Fever
  - Vomiting
  - Diarrhea
  - Unusual movements or behaviors
- Any employee working in licensed space (i.e. area where a badge is required) must be symptom free for a period of at least 24 hours before returning to work.

Here are the steps to call in sick for work:

Contact your supervisor by phone. Make sure you have your supervisor’s phone number. Please do not text, leave a message.

If you have a Dept Lead call your Dept lead.

Contact HGA by phone

Make sure you receive a response or call back from someone. If you don’t get a response please try again.

8.2 Policy Against Violence

The safety and security of our employees, residents, tenants, vendors, contractors, and the general public is of essential importance. Threats or acts of violence made by an employee against another person's life, health, well-being, family, or property will not be tolerated. Any act of intimidation, threat of violence, or act of violence committed against any person on Company property is prohibited. The following definitions apply:

Intimidation: A physical or verbal act toward another person, the result of which causes that person to reasonably fear for his or her safety or the safety of others.
Threat of violence: A physical or verbal act which threatens bodily harm to another person or damage to the property of another.
Act of violence: A physical act, whether or not it causes actual bodily harm to another person or damage to the property of another.

No person shall possess or have control of any firearm, deadly weapon, or prohibited knife, as legally defined, while on Company property, except as required in the lawful course of business or as authorized by state law.

The following are prohibited:

1. Any act or threat of violence made by an employee against another person's life, health, well-being, family, or property.
2. Any act or threat of violence, which endangers the safety of employees, residents, tenants, vendors, contractors, or the general public.
3. Any act or threat of violence made directly or indirectly by words, gestures, symbols, or email.
4. Use or possession of a weapon on the Company's premises managed by the Company as permitted by state law.

It is a requirement that employees report to their supervisor or Human Resources, in accordance with this policy, any behavior that compromises the Company's ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know.

Employees who violate this policy may be subject to criminal charges as well as discipline up to and including immediate termination of employment.

9.0 Trade Secrets and Inventions

9.1 Employee Inventions

Any employee invention created, in whole or in part, or from the use of the Company's equipment or facilities, is a "work for hire" and the property of the Company.

Any employee who intends to develop and maintain property rights in any invention, which relates in any way to the Company's products or services, is required to obtain a written waiver of this policy, signed by both the employee and an Owner.

9.2 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, Company employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential Company-related commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, trade secrets, production and processing knowhow, patents, trademarks, etc.). Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from a supervisor. Any employee who has information that leads them to suspect that an employee or competitor is obtaining such information is required to inform their supervisor or Human Resources immediately.

Violation of this policy may result in the discipline or termination of any employee, as well as subject the employee to criminal and civil liability.

(**Add timeframe for former employees)**

10.0 Customer Relations

10.1 Customer, Client, and Visitor Relations

We strive to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, please notify your supervisor immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, please inform your supervisor or a member of management.
Lastly, please make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

11.0 Closing Statement

11.1 Closing Statement

Thank you for reading our employee handbook. We hope it has provided you with an understanding of the Company's mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful company and a safe, productive, and pleasant workplace.

Sincerely,

Kathy Adams, Owners of Hudson Growers Alliance, LLC

12.0 Acknowledgment of Receipt and Review

12.1 Acknowledgment of Receipt and Review

COMPANY POLICY MANUAL ACKNOWLEDGEMENT FORM

By my signature below, I acknowledge that I have received and read the Company Policy Manual for Hudson Growers Alliance , that I have been given the adequate opportunity to ask questions and receive clarification, regarding the policies and procedures set forth in the Company Policy Manual, and that I understand its contents.

I understand that I am required to abide by, and agree to abide by, Hudson Growers Alliance 's policies as set forth in the Policy Manual or as otherwise adopted or implemented by "company" from time to time. I understand that there may be other policies or procedures in effect at Hudson Growers Alliance from time to time that are not included in the Employee Policy manual, and I agree to abide by those policies and procedures.

I understand that neither this policy manual nor any provision herein constitutes an employment contract, an offer to enter a contract of employment or part of an employment contract, or confers any contract rights.

I understand that Hudson Growers Alliance may rescind, modify, change, or deviate from the Company Policy Manual or any of its policies or procedures at any time, and any such rescission, modification, change, or deviation may become effective immediately. Employees will be notified with all rescissions, modifications and changes.

I understand that this signed acknowledgement will be inserted in my personnel file.

_____

Date

Employee Signature

_____

Print Employee Name

Hudson Growers Alliance, LLC

STANDARD OPERATION PROCEDURESREGARDING
QUALIFICATIONS, TRAINING, AND REQUIREMENTS OF PERSONNEL

Hudson Growers Alliance, LLC (the "Company") is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following personnel policies pursuant to the Cannabis Control Commission's (the "Commission") regulations at 935 CMR 500.101(1)(c)(7)(g). The regulations require that the marijuana establishment provide a detailed summary of operating policies and procedures regarding personnel and background checks. This document and the personnel policies and procedures described herein shall be kept in accordance with the record keeping provisions at 935 CMR 500.105(9) and shall be made available to the Commission upon request.

A. STATEMENT OF INTENT AND SCOPE

The Company understands the importance of ensuring that all personnel are properly licensed and registered. An important part of this process is the background check. All marijuana establishment agents are subject to the provisions described herein and within the Commission's regulations.

Company standards are consistently met by all of its marijuana establishment agents and employees. 935 CMR 500.002 defines *"marijuana establishment agent"* as including, *"a board member, director, employee, executive manager, or volunteer of a marijuana establishment who is 21 years of age or older."* 935 CMR 500.002 continues to define" employee*"* as including, "*a 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."* These standard operating procedures shall apply to all of the above defined marijuana establishment agents and employees, collectively referred to herein as "personnel" or "authorized agents".

Each authorized agent will receive a Copy of the Company's handbook and all standard operating policies and procedures that are applicable to their function in relation to the Company. Authorized agents will only have access to the areas of the Company's facilities which relate to their particular job function. For instance, an authorized agent working in the back office will not have access to the cultivation area of the Company's facilities.

B. TRAINING

All authorized agents will participate in a comprehensive training program to ensure that they perform their job functions safely and at the highest level. The training program will consist of written and online materials. All authorized agents shall have access to the training materials relevant to their particular job functions with the Company. The Company will also provide on-the-job training to authorized agents. On-the-job training will be tailored to the roles and

responsibilities to of the job function of each authorized agent and will consist of "shadowing," where a new authorized agent observes or works closely with a more veteran authorized agent. Additional training will include, at a minimum, laws regarding marijuana, privacy, confidentiality, prohibitions on harassment, safety and security, and effective interaction with law enforcement personnel. Authorized agents shall complete requisite initial training prior to performing job functions without supervision. Authorized agents shall receive a minimum of twenty-four hours of ongoing training annually.

The Company will document all required training as described above. The Company will require a signature and a statement from each authorized agent indicating the date, time, and place that they received ay training as well as the topics discussed during training and the names and titles of any training presenters. This information will all be kept within each authorized agent personnel file.

Pursuant to 935 CMR 500.105(2), the Company shall ensure that all employees are trained on job specific duties prior to performing job functions.

Pursuant to 935 CMR 500.102(2), the Company shall ensure that employees receive a minimum of eight (8) hours of ongoing training annually.

Pursuant to 935 CMR 500.105(2), all current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 and when available.

All new employees shall complete the Responsible Vendor Program within 90 days of being hired pursuant to 935 CMR 500.105(2).

Responsible Vendor Program documentation must be retained for four (4) years in accordance with 935 CMR 500.105(2).

C. REQUIREMENTS FOR AUTHORIZED AGENTS

1. Punctuality and Attendance: Authorized agents are required to be punctual and in regular attendance when scheduled to carry out work for the Company. Authorized agents are expected to report to work as scheduled, on time, and prepared to work. Authorized agents must remain at work for the entire time scheduled, except for meal times, break times, or when authorized. If an authorized agent must be absent or tardy from work, the authorized agent shall notify the Company as soon as the authorized agent is aware of the need to be absent or tardy.
2. Nondisclosure or Use of Trade Secrets: During employment with the Company, authorized agents may have access to and become familiar with confidential or proprietary information. Authorized agents will be required to sign a confidentiality agreement at the beginning of their employment.
3. Drug and Alcohol Policy: All authorized agents are strictly prohibited from working under the influence of drugs or alcohol. The use of prescription medication is not prohibited. However, authorized agents shall notify the Company if they will be taking prescription medication on the Company's facilities or while carrying out any work functions for the Company. Otherwise, the use of drugs and alcohol is strictly prohibited on the Company's facilities and while carrying out any work functions on

behalf of the Company. Any violation of this provision will result in discipline which could include immediate discharge.

D. PERFORMANCE EVALUATION

The Company will require periodic performance evaluations to confirm that authorized agents can demonstrate requisite skills and knowledge.

The Company shall immediately dismiss any authorized agent who has diverted marijuana or marijuana infused products. Any such diversion will be reported to the Commission and local law enforcement. The Company shall also immediately dismiss any authorized agent who has engaged in unsafe practices with regard to the operation of the Company. A violation of any other safety standard, rule, policy, or procedure of the Company may lead to disciplinary action,

up to and including termination of the violating authorized agent. The Company shall document all disciplinary actions taken.

E. DIVERSION PREVENTION

The Company sets forth the following provisions to prevent the diversion of marijuana and marijuana infused products. These provisions are applicable to all authorized agents.

1. Authorized agents will be issued clear cases in which they can store personal belongings. Authorized agents may not bring bags, back packs, purses, or any other unauthorized container into the Company's work facilities. The Company will have lockers or a designated secure area where authorized agents may secure personal belongings.
2. The Company reserves the right to inspect each authorized agent's clear case upon request. This measure will help to prevent any theft or diversion. In addition, the Company can maintain security and ensure that authorized agents are not bringing unauthorized items such as firearms or weapons in to the Company's facilities.
3. All authorized agents will wear Company-issued uniforms without pockets. Uniforms create a professional environment and the absence of pockets prevents employee theft of marijuana and other Company property.

F. JOB DESCRIPTIONS

Pursuant to 935 CMR 500.105, the Company includes a list of anticipated positions and the requisite qualifications for each position.

Master Grower/cultivation manger

master growers oversee operations at cannabis production facilities. This typically includes sourcing, cloning, transplanting, and providing nutrients for various strains of marijuana plants; setting up and maintaining irrigation systems and environmental controls; and ensuring that the facility is pest-free.

Marijuana master growers also might manage other cannabis production employees, including bud trimmers and extraction technicians, and keep track of their facility's inventory. Additionally, they must ensure that the production facility remains clean and organized, much like a laboratory environment, and that tasks are completed within budgetary and time constraints.

Trimmer

Cannabis bud trimmers, also known as marijuana trimmers, harvest marijuana plants by cutting the flowers of the plants from their stems. They also might be responsible for weighing, labeling and packaging the trimmed buds. Cannabis bud trimmers might have to meet daily production quotas, and some employers require that they be available for work on short notice. Additionally, they must adhere to local and state laws and regulations related to marijuana production and keep up to date on changes to those laws and regulations.

Cultivation Assistant

The cultivation assistant will collaborate with the cultivation manager in implementing the horticultural plan created by the cultivation manager. The health of the garden is the primary goal and responsibility of those in the cultivation department. Duties include the following: executing plans for fertilization, planting & harvesting. Within the cultivation assistant role there is a heavy emphasis on cleaning. The cultivation assistant is primarily responsible for cleaning, upkeep and sanitation of the cultivation facility. Including, but not limited to, breaking down and setting up rooms, washing and sanitizing equipment.

Maintaining of Financial Records

All of Hudson Growers Alliance, LLC (HGA) financial records will be maintained in accordance with generally accepted accounting principles (GAAP). All of HGA's records, including but not limited to, financial records will be made available for inspection by the Commission or the Town of Hudson, upon request.

At the time of License renewal, HGA will make available an accounting of the financial benefits accruing to the Town of Hudson as the result of the host community agreement with the licensee.

HGA will use QuickBooks to maintain, track, and record all financial transactions. In addition, HGA will print and file all financial records on a quarterly basis. Please reference our record keeping policy for more detail on retention periods. Financial records will include records of:

- 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
- Salary and wages paid to each employee, the 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

HGA's trusted Certified Public Accountant (CPA) will review and analyze all financial records on a regular basis to ensure all filing is being handled properly. In conjunction with HGA's Legal Advisor, our CPA will advise on the strategy to meet financial goals and mitigate tax risk.

Hudson Growers Alliance LLC
PROCEDURES FOR QUALITY CONTROL AND
TESTING FOR POTENTIAL CONTAMINANTS

Hudson Growers Alliance LLC (the "Company") is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following standard operating procedure for the quality control and testing of all marijuana and pursuant to the Cannabis Control Commission's (the "Commission") regulations at 935 CMR 500.101(1)(c)(7) (f). The regulations require that the marijuana establishment provide a detailed summary of operating policies and procedures including provisions for the quality control and testing of marijuana and for potential contaminants.

A. STATEMENT OF INTENT

Quality control and contaminant testing will be conducted for each batch of marijuana and . The Company shall utilize the procedures set forth herein for the quality control and testing for potential contaminants for its Tier 1 cultivation operations. The Company understands that testing ensures that all marijuana and are safe and appropriately potent. The Company shall not sell, market, or promote any marijuana that are incapable of being tested by a testing laboratory licensed by the Commission pursuant to 935 CMR 500.160(9).

The procedures contained herein shall be periodically reviewed and updated to ensure that the Company achieves its desired outcome of cultivating and producing only the highest quality marijuana and that meet or exceed each and every testing requirement as mandated by the Commission's regulations. The Company shall require that all employees adhere to these quality control and contaminant testing procedures as both an ongoing professional responsibility and an express condition of their continued employment.

B. INDEPENDENT LICENSED TESTING LABORATORY

The Company intends to contract with MCR Labs of Framingham, an independent testing laboratory licensed by the Commission, to perform all required testing pursuant to 935 CMR 500.160. The Company shall also contract with another independent testing laboratory licensed by the Commission to serve as a backup to MCR. Any independent testing laboratory (hereinafter "testing laboratory") that the Company contracts with shall be licensed by the Commission, shall meet the definition under 935 CMR 500.002, and shall comply with all requirements set forth

under 935 CMR 500.050(7).

For every sample of marijuana produced by the Company, the testing laboratory is required to abide by all of the Commission's regulations, the standard operating procedures contained herein, and the DPH Finished Products Protocol published by the Department of Public Health ("DPH"). As a part of its contract, the Company shall require an authorized agent of the testing laboratory to provide a signature confirming that all provisions of the Commission's regulations, the standard operating procedures contained herein, and the DPH Finished Products Protocol published by the Department of Public Health shall be adhered to.

C. PROCEDURES FOR QUALITY CONTROL DURING TESTING

The Company, the selected testing laboratory, and any other involved, authorized, and licensed parties shall adhere to all of the following requirements to prevent the contamination of and to ensure the quality of all marijuana and produced by the Company. The Company shall verify with the testing laboratory that all testing is done pursuant to the requirements under 935 CMR 500.160.

1. The Company shall verify that the independent testing laboratory it uses complies with 935 CMR 500.160(7), which requires that all storage of marijuana at a testing laboratory shall comply with 935 CMR 500.105(11).

2. The Company shall ensure that transportation of marijuana and to an independent testing laboratory shall comply with 935 CMR 500.105(13). The Company shall communicate with both the testing laboratory and any licensed third party marijuana transporters to ensure that this regulation is adhered to.

3. The Company will request that the testing laboratory provide a variety of testing including but not limited to: cannabinoid potency profiling, pesticide residue analysis, plant growth regulator screening, microbial contamination assays, and heavy metal concentrations.

4. Pursuant to 935 CMR 500.160(2), the Company shall provide written notice to the Commission within seventy-two (72) hours of receiving laboratory test results that show contaminant levels above the acceptable limits established in the DPH Protocol. Likewise, the Company shall ensure that the selected testing laboratory also has a policy for, and a contractual obligation to, notify the Commission within

72 hours of the transmission of laboratory test results indicating that a contaminant has exceeded any applicable level found in the DPH Protocol. The Company's notification to the Commission in such an instance of contamination shall include a written description of a plan to destroy the contaminated batch in accordance with the requirements for waste disposal found in 935 CMR 500.105(12). The Company's notification shall also include a proposed plan of action to identify the source of the contamination and to promptly fix, remediate, or mitigate the source of the contamination once identified. If any of the Company's inventory is spoiled, deteriorated, mislabeled, contaminated, or expired, it shall be disposed of pursuant to 935 CMR 500.105(12).

5. The Company shall maintain all test results for its marijuana and for no less than one year from the date of receipt of the results, pursuant to 935 CMR 500.160(3).

6. Following testing, all marijuana and that meets all standards shall be labeled with a statement and a seal pursuant to 935 CMR 500.105(5)(a)(6), 935 CMR 500.105(5)(b)(14), 935 CMR 500.105(5)(c)(11), or 935 CMR 500.105(5)(d)(9).

D. PROCEDURES FOR QUALITY CONTROL THROUGHOUT CULTIVATION

The Company shall follow the following procedures during the cultivation of all marijuana to ensure that marijuana and is not contaminated and is of the highest quality. The Company shall also follow these procedures to protect the surrounding community and the environment.

1. An authorized marijuana establishment agent selected by the Company will examine all nutrients utilized in the process of cultivation for potential contaminants. The Company shall maintain records of the ingredient information of all supplemental nutrients utilized during cultivation and shall furnish said information to the Commission upon request.

2. All water utilized during cultivation shall be filtered via the process of reverse osmosis and treated in order to be reused to the maximum extent practicable in order to minimize total water consumption. Any water discharged from the Company's facilities shall be tested prior to discharge to ensure that it meets all applicable regulatory limits before entering the municipal system. The Company shall not discharge any water into the ambient environment.

3. Only approved, biologically derived, pesticides, insecticides, and fungicides shall be utilized in the cultivation facility, and the dosage of each shall adhere to the manufacturer's recommended dose for commercial scale cultivation.

4. In accordance with 935 CMR 500.120(5), pesticide application shall only be performed in compliance with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00. Any testing results indicating noncompliance shall be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.

5. If applicable, soil for cultivation shall meet federal standards identified by the Commission.

6. Pursuant to 935 CMR 500.120(9), the Company shall conduct its cultivation processes using best practices to limit contamination including, but not limited to, mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 935 CMR 500.120(5) for use on marijuana, mildew, and any other contaminant identified as posing potential harm.

7. All water used by the Company for irrigation shall be filtered or treated via reverse

osmosis to ensure that there are no exceedances of contaminant levels.

8. All marijuana establishment agents, employees, and visitors shall be required to wear disposable cleanroom jumpsuits, protective footwear, and a protective head wrap or hood, prior to entering portions of the cultivation facility that house cultivation operations.

9. Any marijuana establishment agent or employee engaged in the handling of marijuana and at any time shall be required to adhere to the regulations at 105 CMR 300.000 (which details the requirements for food handlers).

10.All marijuana and shall be stored at the appropriate temperature to guard against bacterial growth. The Company will use commercial-grade refrigeration to achieve the appropriate temperatures for all marijuana and .

11. The Company's marijuana establishment agents shall abide by strict sanitary practices when working directly in the preparation of any . Requisite sanitary practices include strict hand washing procedures and maintenance of personal cleanliness.

a. All marijuana establishment agents shall adhere to frequent and thorough hand washing practices in designated hand-washing stations.

Hand washing shall occur frequently and always immediately prior to handling or working with marijuana and . Hand washing stations will be located in close proximity to the production areas for cultivation. Hand washing stations will be equipped with: running water maintained at a suitable temperature; adequate antiseptic and antimicrobial soaps; surfaces that are impervious and easily cleaned; and an adequate drying apparatus. Hand washing will be performed with soap, under hot water, with vigorous agitation of the upper extremities and digits, and for a minimum of thirty (30) seconds. Hand washing shall be repeated whenever hands have, or may have, become contaminated, dirty, or soiled. b. All marijuana establishment agents shall maintain the highest standards of personal cleanliness.

13. Waste and litter shall be disposed of and periodically removed to minimize odors and to reduce the potential for waste attracting or housing pests and other contaminants. All waste disposal shall be conducted in compliance with 935 CMR 500.105(12). 14. All cultivated marijuana will be stored in a manner that prevents the growth of any undesirable organisms.

E. CONDITIONS OF THE COMPANY'S FACILITIES

All facilities maintained and operated by the Company shall be kept in the appropriate condition to prevent contamination and to ensure production of the highest quality marijuana and . The Company shall adhere to the following requirements in regards to its facilities.

1. The Company's cultivation operation shall be conducted within designated areas of the Company's facilities. The surfaces and equipment within these facilities, including all cooking utensils and vessels, shall be sanitized and cleaned as often as is required to maintain sanitary conditions. The surfaces and all equipment shall be subjected to sanitizing and anti-microbial cleaning by the Company's employees, who shall only utilize cleaning products that appear on the Commission's, or the United States Environmental Protection Agency's, list of approved/registered cleaning products. Administration and application of these cleaning products shall strictly adhere to the manufacturer's label and instructions.

2. The facility's physical plant, including, but not limited to floors, ceilings, walls, shall be constructed and retrofitted, as appropriate, to be both structurally sound and to allow for surfaces to be cleaned and sanitized. All fixtures shall be maintained in a sanitary condition.

3. All of the Company's facilities shall be laid out so as to allow for the storage of materials and equipment for sanitary maintenance of operations.

4. All restrooms within the Company's facilities shall be frequently stocked, cleaned and inspected to ensure that the Company's employees and visitors have adequate access to sanitary restrooms.

5. The Company's facilities will contain plumbing that is of adequate size and design and is adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross- connections between the potable and waste water lines.

6. Any cleaners containing toxic ingredients within the Company's facilities shall be held and stored away from marijuana and to avoid contamination of those products. All cleaning products containing toxics shall be properly labeled to identify the presence of those toxics. Likewise, any other items containing toxics shall be similarly sequestered away from marijuana and to ensure that the maximum protection against contamination of these products is achieved. All toxic- containing items shall be properly labeled.

F. STORAGE AND TRANSPORTATION

The Company shall ensure that all marijuana is transported and stored in a manner to promote and maintain the highest level of quality and to prevent any damage or contamination. The following provisions shall be followed.

1. The Company shall ensure that all products ready for wholesale are transported and stored under ambient environmental conditions that will provide protection against chemical, microbial, and other physical contamination.

2. Containers holding finished marijuana and shall be designed to guard against deterioration of the finished tested product. Performance of the packaging with respect to contaminant protection shall be periodically evaluated and changed if appropriate.

3. Pursuant to 935 CMR 500.105(3)(b)(16), the Company shall require that all

vehicles and transportation equipment used in the transportation of marijuana and are designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

4. The Company shall provide documentation to any marijuana establishment to which the Company transfers marijuana . This documentation will verify the Company's compliance with the testing requirements under 935 CMR 500.160.

Restricting Access to Individual Under the age of 21

Access

As stated in our security plan, access to the Hudson Growers Alliance (HGA) facility is restricted to employees and authorized personnel only. Anyone that is not a marijuana establishment agent at HGA is considered a visitor. All visitors must enter through the front of the building and be checked in by an authorized employee of HGA. The authorized HGA employee will make sure that the visitor signs into the logbook then will check their government-issued I.D. to ensure they are 21 years of age or older to enter the HGA facility.

All employees and registered agents of HGA will be 21 years of age or older. HGA will never hire any individual who is under the age of 21.

Identification Verification

As required by 935 CMR 500.105(2)(b) all marijuana establishment agents are required to take the responsible vendor program, which includes a section about checking and verifying identification. Using the knowledge gained from the training program, employees will use their best judgment to ensure the government issued I.D. is real and accurate. Upon verification, the individual will be allowed into the facility, while being accompanied by an authorized employee.

Identification Denial

If the identification given by the visitor is deemed fraudulent, inaccurate or unacceptable, the individual will not be allowed into the facility and the Police will be notified.

Hudson Grower's Alliance LLC
DIVERSITY PLAN

Hudson Grower's Alliance (HGA) LLC (the "Company") is a *marijuana establishment* as defined by 935 CMR 500.002. The Company sets forth the following diversity plan pursuant to the Cannabis Control Commission's (the "Commission") regulations at 935 CMR 500.101(1)(c)(7)(k). 935 CMR 500.101(1)(c)(7)(k) requires that a detailed summary of operating policies and procedures for the marijuana establishment shall include:

"[. . .] diversity plans to promote equity among minorities, women, veterans, people with disabilities, and people of the LGBTQ+ community, in the operation of the Marijuana Establishment."

A. STATEMENT OF INTENT

The Company recognizes the importance of *providing all groups with the tools and opportunities to be successful and leveling the playing field.* The Company also values diversity throughout its organization. Diversity within the Company will help the Company to remain connected to people from different backgrounds and communities. By employing people and groups of diverse perspectives, the Company will be able to work to better understand and meet the needs of its diverse clientele. The Company is Woman-owned and especially committed to employing Veterans and members of the local community.

The Company's Diversity Plan shall apply across all aspects of the Company's relationship with its marijuana establishment agents, employees, contractors, and applicants for employment. The Diversity Plan shall be considered in relation to recruitment, employment, promotion, placement, transfer, and training. The Company's Diversity Plan shall apply to the selection of applicants, employees, independent contractors, personnel working on company premises who are employed by temporary agencies, and any other persons or firms doing business for the Company.

B. DIVERSITY PLAN

The Company has established a diversity plan or policy (hereinafter "the Diversity Plan") to ensure that the Company will take active measures to hire and contract with people and groups of diverse backgrounds.

1. Goals: Recruitment and Employee Retention and Development

a. The Company maintains the goal of increasing the number of individuals falling into the above-listed demographics working as employees for the Company. Specifically, the Company will ensure that at least 10% of its employees fall into the above-listed demographics.

2. Programs

To meet the above-listed goals, the Company will make regular efforts to reach out to diverse groups and diverse populations for recruitment and to provide targeted training. Specifically, the Company shall:

a. Engage in diversity networking. The Company shall connect with people of different backgrounds by attending events with professional organizations representing minority groups. Specifically, the Company shall send management-level employees to network at Harvest Cup and CWCB Boston each year.
b. Utilize diversity job boards. The Company from time to time, to meet diversity goals will post all new job announcements through https://diversityjobs.com/ and https://www.pdnrecruits.com/ to find diverse candidates for employment.

3. Measurements

The Company acknowledges that in order to renew its license as a marijuana establishment, it must demonstrate to the Commission that the programs and strategies listed above were measurably successful in achieving the identified goals of the Company's Diversity Plan. The Company will keep and update a *Diversity Plan Data Sheet,* on a yearly basis or more frequently, to showcase the following data:

Quantitative Metrics:

a. The number of employees that were hired, retained, and promoted that come from the above-listed demographics;
b. The number of employees from the above-listed demographics that hold management and executive positions within the Company;
c. The number of job announcements placed through https://diversityjobs.com/ and https://www.pdnrecruits.com/ to find diverse candidates for employment and the date of each placement; and
d. The number of times and dates that the Company attended and networked at Harvest Cup and CWCB Boston.

Qualitative Metrics:

a. A breakdown and evaluation of the levels of staffing to meet the Quantitative Metric to ensure that the goal of hiring employees from the above-listed demographics is met at all levels of the Company's hierarchy. The Company is committed to selecting at least 10% of its workforce that are qualified members of the above-identified demographics. The Company is committed to staffing at all rungs in our corporate ladder.

C. AFFIRMATIVE STATEMENTS

1. The Company acknowledges, is aware of, and will adhere to the requirements set forth under 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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