



## Massachusetts Cannabis Control Commission

### Marijuana Microbusiness

#### General Information:

License Number: MB281692  
Original Issued Date: 08/17/2020  
Issued Date: 08/17/2020  
Expiration Date: 08/17/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Green Thumb Growers, LLC

Phone Number: 857-753-7850  
Email Address: alex.bailey@green-thumb-growers.com

Business Address 1: 68 Marshall street

Business Address 2:

Business City: Watertown Business State: MA

Business Zip Code: 02472

Mailing Address 1: 68 Marshall street

Mailing Address 2:

Mailing City: Watertown Mailing State: MA

Mailing Zip Code: 02472

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 60

Percentage Of Control: 20

Role: Manager

Other Role: Chief Executive Officer

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

**Person with Direct or Indirect Authority 2**

**Percentage Of Ownership:** 15      **Percentage Of Control:** 20  
**Role:** Manager      **Other Role:** Chief Operating Officer  
**First Name:** Riju      **Last Name:** Saini      **Suffix:**  
**Gender:** Male      **User Defined Gender:**  
**What is this person's race or ethnicity?:** Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)  
**Specify Race or Ethnicity:**

**Person with Direct or Indirect Authority 3**

**Percentage Of Ownership:** 15      **Percentage Of Control:** 20  
**Role:** Manager      **Other Role:** Chief Financial Officer  
**First Name:** Anjali      **Last Name:** Saini      **Suffix:**  
**Gender:** Female      **User Defined Gender:**  
**What is this person's race or ethnicity?:** Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)  
**Specify Race or Ethnicity:**

**Person with Direct or Indirect Authority 4**

**Percentage Of Ownership:** 6      **Percentage Of Control:** 20  
**Role:** Manager      **Other Role:** Chief Compliance Officer  
**First Name:** John      **Last Name:** Cresap      **Suffix:**  
**Gender:** Male      **User Defined Gender:**  
**What is this person's race or ethnicity?:** Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)  
**Specify Race or Ethnicity:**

**Person with Direct or Indirect Authority 5**

**Percentage Of Ownership:** 4      **Percentage Of Control:** 20  
**Role:** Executive / Officer      **Other Role:** Employee- Cultivator  
**First Name:** Simone      **Last Name:** Bailey      **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:** Alexander      **Last Name:** Bailey      **Suffix:**

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$120000 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

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Cultivation Environment: Indoor

Establishment Activities: Both Cultivating and Manufacturing

Establishment Address 1: 1935 Lakeview Ave

Establishment Address 2:

Establishment City: Dracut

Establishment Zip Code: 01826

Approximate square footage of the Establishment: 12390 How many abutters does this property have?: 31

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA_attestation_GreeThumbGrowers.pdf	pdf	5dba8ae76b4e192b1d273b0e	10/31/2019
Community Outreach Meeting Documentation	CommunityOutreach_Attestation_GreenThumbGrowers.pdf	pdf	5dba90e96b4e192b1d273b13	10/31/2019
Plan to Remain Compliant with Local Zoning	plan_to_comply_with_local_zoning_12-8-19.pdf	pdf	5def371b7aad8653363c0dbf	12/10/2019

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	plan_for_positive_impact_12-19-19.pdf	pdf	5dfbb206fe65bd575070116f	12/19/2019

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Date generated: 12/03/2020

Page: 3 of 7

**Role:** Manager **Other Role:** Chief Executive Officer  
**First Name:** Alexander **Last Name:** Bailey **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

**Individual Background Information 2**

**Role:** Manager **Other Role:** Employee- cultivator  
**First Name:** Simone **Last Name:** Bailey **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

**Individual Background Information 3**

**Role:** Manager **Other Role:** Chief Compliance Officer  
**First Name:** John **Last Name:** Cresap **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

**Individual Background Information 4**

**Role:** Manager **Other Role:** Chief Financial Officer  
**First Name:** Anjali **Last Name:** Saini **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

**Individual Background Information 5**

**Role:** Manager **Other Role:** Chief Operating Officer  
**First Name:** Riju **Last Name:** Saini **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
Secretary of Commonwealth - Certificate of Good Standing	MassCertGoodStanding.jpg	jpeg	5dabb50d51e4622fd8069c20	10/19/2019
Articles of Organization	CertOfOrg.pdf	pdf	5dabb553d5c8962b282da783	10/19/2019
Articles of Organization	CertificateOfAmendment_GreenThumbGrowers.pdf	pdf	5dc0acdd66a32657cfbd9005	11/04/2019
Bylaws	GreenThumbOperatingAgreement.pdf	pdf	5dc0ace640e348579197a925	11/04/2019
Department of Revenue - Certificate of Good standing	dorcetgoodstanding.jpg	jpeg	5dc0bb3066a32657cfbd9044	11/04/2019

No documents uploaded

Massachusetts Business Identification Number: 001389907

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	plan_for_obtaining_liability_insurance_10-31-19.pdf	pdf	5dbaaa2f73225f2fcd766e88	10/31/2019
Proposed Timeline	ProposedTimeline_5-30-20.pdf	pdf	5ed27de35ae04f4a99ac173e	05/30/2020
Business Plan	business_plan_5-31-20.pdf	pdf	5ed433d29fa3a43e567b0327	05/31/2020

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Sample of unique identifying marks for branding	sample_of_unique_identifying_marks_for_branding_10-28-19.pdf	pdf	5dbb604651e4622fd806c295	10/31/2019
Restricting Access to age 21 and older	restricting_access_21_09-01-19.pdf	pdf	5dc0e03e26aa7753208596d1	11/04/2019
Prevention of diversion	prevention_of_diversion_09-08-19.pdf	pdf	5dc0e6818bdcfd57ae523cd9	11/04/2019
Dispensing procedures	dispensing_procedures_09-08-19.pdf	pdf	5dc0eab7bcb01253152f4024	11/04/2019
Transportation of marijuana	transportation_of_marijuana_12-09-19.pdf	pdf	5defec78ea4df3530e6487d4	12/10/2019
Inventory procedures	inventory_procedures_12-09-19.pdf	pdf	5defecb28bdcfd57ae529b8a	12/10/2019
Quality control and testing	quality_control_and_testing_12-08-19.pdf	pdf	5defece474bb15534cd50681	12/10/2019
Personnel policies including background checks	personnel_policies_12-9-19.pdf	pdf	5defed1f160e3b57a3dd63ca	12/10/2019
Record Keeping procedures	record_keeping_procedures_12-09-19.pdf	pdf	5defed6c160e3b57a3dd63ce	12/10/2019
Maintaining of financial records	maintaining_of_financial_records_12-09-19.pdf	pdf	5defedae170b4c5353e3e2ba	12/10/2019
Qualifications	qualifications_and_training_12-09-19.pdf	pdf	5defede1ea4df3530e6487e0	12/10/2019

and training				
Diversity plan	diversity_plan_12-19-19.pdf	pdf	5dfbb27300f72d57285edae1	12/19/2019
Types of products	types_of_products_5-31-20.pdf	pdf	5ed438294e781a4a7c39da5e	05/31/2020
Production methods	production_methods_5-31-20.pdf	pdf	5ed43843abfe144aa46ad4e0	05/31/2020
Policies and procedures for cultivating	policies_and_procedures_for_cultivating_6-8-20.pdf	pdf	5ede9f7b6f370e24fce3d8a8	06/08/2020
Security plan	security_plan_6-8-20.pdf	pdf	5edebef1f8798118165266c6	06/08/2020
Storage of marijuana	storage_of_marijuana_6-8-20.pdf	pdf	5edec8ab6f370e24fce3d906	06/08/2020

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

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

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

### COMPLIANCE WITH DIVERSITY PLAN

No records found

### PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

### HOURS OF OPERATION

Monday From: 8:00 AM Monday To: 4:00 PM

Tuesday From: 8:00 AM Tuesday To: 4:00 PM

Wednesday From: 8:00 AM Wednesday To: 4:00 PM

**Thursday From: 8:00 AM**      **Thursday To: 4:00 PM**

**Friday From: 8:00 AM**      **Friday To: 4:00 PM**

**Saturday From: Closed**      **Saturday To: Closed**

**Sunday From: Closed**      **Sunday To: Closed**

## 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

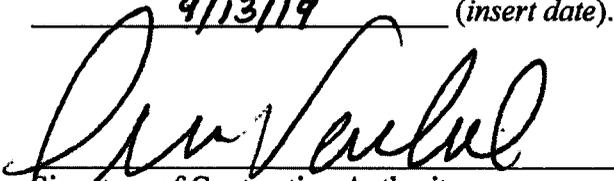
I, Alexander Bailey, (*insert name*) certify as an authorized representative of Green Thumb Growers, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Dracut (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 9/13/19 (*insert date*).



Signature of Authorized Representative of Applicant

### Host Community

I, Ann Vandal, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Dracut (*insert name of host community*) to certify that the applicant and Town of Dracut (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 9/13/19 (*insert date*).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community

## 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, Alexander Bailey, (insert name) attest as an authorized representative of Green Thumb Growers, 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 October 10, 2019 (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 10/2/19 (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 9/30/19 (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 10/3/19 (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*).

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.

## Public Notice

**NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE**  
Premises: **100 Merrimack Avenue Unit 19, Cascade Condominium, Dracut, MA 01826.** By virtue and in execution of the Power of Sale contained in a certain mortgage given by Sarah A. Delehanty to RBS Citizens, N.A., and now held by Citizens Bank, N.A. f/k/a RBS Citizens, N.A., said mortgage dated September 28, 2012 and recorded in the Middlesex County (Northern District) Registry of Deeds in Book 26473, Page 261, for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on October 18, 2019 at 4:00PM Local Time upon the premises, directly in front of the building in which the unit is located, all and singular the premises described in said mortgage, to wit: Unit Number: 19; Percentage Interest: 0.63%; Parking Spaces: 25 and 36; Storage Unit: 19; The Unit described above in the Cascade Condominium, created by Master Deed dated March 2, 1984 and recorded with the Middlesex North District Registry of Deeds in Book 2732, Page 1, as the same may be amended by instruments of record in accordance with the provisions of Massachusetts General Laws, Chapter 183A. The Unit is laid out as shown on a plan recorded with the first unit deed which is a copy of a portion of the plans filed with said Master Deed and to which is affixed a verified statement in the form provided for in Massachusetts General Laws Chapter 183A, Section 9. Subject to and together with the provisions of said Master Deed, the Cascades Condominium Trust contemporaneously recorded therewith, Massachusetts General Laws, Chapter 183A, all as amended or reformed. Far title reference, see Deed recorded herewith. The description of the property contained in the mortgage shall control in the event of a typographical error in this publication. For Mortgagor's Title see deed dated September 28, 2012 and recorded in the Middlesex County (Northern District) Registry of Deeds in Book 26473, Page 259. Said Unit will be conveyed together with an undivided percentage interest in the Common Elements of said Condominium appurtenant to said Unit and together with all rights, easements, covenants and agreements as contained and referred to in the Declaration of Condominium, as amended. TERMS OF SALE: Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described. FIVE THOUSAND (\$5,000.00) Dollars of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale. Other terms to be announced at the sale. Brock & Scott, PLLC, 1080 Main Street, Suite 200, Pawtucket, RI 02860, Attorney for Citizens Bank, N.A. f/k/a RBS, Citizens, N.A., Present Holder of the Mortgage 401-217-8701

September 18, 25, October 2, 2019

Public Hearing  
Lowell Zoning Board  
Special Permit  
408 E Merrimack Street

The Lowell Zoning Board will hold a public hearing to listen to all interested persons relative to an application by Eighteen Properties, LLC for Special Permit approval to legalize the use of a property that has operated as an apartment building with six residential units. The building is in the Traditional Neighborhood Multi-Family (TMF) zoning district and the use requires Special Permit approval under Section 4.5.2.1 to change or substantially extend an existing nonconforming use and for any other relief required under the Lowell Zoning Ordinance. The public hearing with the Zoning Board will be held on Thursday, October 17, 2019 at 6:30 PM in the City Council Chambers, City Hall, 375 Merrimack Street, Lowell, MA 01852. The Board will consider this matter at the conclusion of their public hearing. Information relative to this project is available at the Division of Development Services, City Hall, 375 Merrimack Street, Room 51, Lowell, MA 01852, Monday, Wednesday, and Thursday, 8:00 a.m. to 5:00 p.m., Tuesday, 8:00 a.m. to 8:00 p.m. and Friday, 8:00 a.m. to 12:00 p.m. Lowell Zoning Board  
Gary Perrin, Chairperson

October 2 &amp; 9, 2019

Public Hearing Lowell Zoning Board of Appeals  
Special Permit and Variance

**1141 Bridge Street**  
Case No: ZB-2019-39  
Petitioner: Back Bay Sign for People Realty  
Location: 1141 Bridge Street  
Petition: Special Permit and Variance-Sign:  
To install one (1) wall signs that does not front a parking lot that is internally illuminated

The public hearing will be held on Thursday, October 17, 2019 at 6:30 PM in the City Council Chambers, City Hall, 375 Merrimack Street, Lowell, MA 01852. The Zoning Board will consider this matter at the conclusion of the public hearing. Information relative to this project is available at the Office of the Lowell Zoning Board at the Department of Planning and Development, 375 Merrimack Street, City Hall 2nd Floor, Lowell, MA 01852, Monday, Wednesday, and Thursday, 8:00 a.m. to 5:00 p.m., Tuesday, 8:00 a.m. to 8:00 p.m. and Friday, 8:00 a.m. to 12:00 p.m. Lowell Zoning Board  
Gary Perrin, Chairperson

October 2 &amp; 9, 2019

## WANT TO DRIVE FOR THE LRTA?



## NOW HIRING Full-Time Bus Drivers Part-Time Bus Drivers

CDL-A or CDL-B with Passenger Endorsement required  
Other LRTA requirements may apply

Monday - Sunday

5 Day Work Week • Some Split Shifts

Full-Time Bus Drivers Receive:

Competitive Pay Rate • Medical & Life Insurance  
401K • And More!

Please send resume to General Manager at customerservice@LRTA.com

Or Apply In Person

Lowell Regional Transit Authority

100 Hale Street • Lowell, MA • Mon-Fri: 8 am - 4 pm  
978-452-6161 • www.LRTA.com

An Equal Opportunity Employer

## THE LRTA IS NOW HIRING A FULL-TIME MECHANIC



Must be 21 years old or older with a clean driving record

Must have your own tools

Gas &amp; Diesel experience preferred

CDL-B license is a plus but not required

Other LRTA requirements may apply

Competitive Pay Rate • Medical & Life Insurance  
401K • And More!

Please send resume to General Manager at customerservice@LRTA.com

Or Apply In Person

Lowell Regional Transit Authority

100 Hale Street • Lowell, MA • Mon-Fri: 8 am - 4 pm  
978-452-6161 • www.LRTA.com

An Equal Opportunity Employer

## Public Notice

CL20-CF-0078 ADVERTISEMENT TO BID  
The University of Massachusetts Lowell, the Awarding Authority, invites sealed bids from General Contractors for the Ball Hall Stair Tread Repair REBID, in accordance with the documents prepared by BIA.studio. The Project consists of replacement of terrazzo stair treads at Ball Hall. The work is estimated to cost \$116,000. Bids are subject to M.G.L. c.149 §44A-J & to prevailing wage rates as required by M.G.L. c.149 §26 to 27H inclusive. THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED. The bids are to be prepared and submitted at www.biddocsonline.com. General bidders must be certified by the Division of Capital Asset Management and Maintenance (DCAMM) in the following category of work, General Building Construction, and must submit a current DCAMM Certificate of Eligibility and signed DCAMM Prime/General Contractor Update Statement. General Bids will be received until 11:00 AM on Wednesday, 23 October 2019 and publicly opened online, forthwith. Filed Sub-bids for the trades listed below will be received until 11:00 AM on Wednesday, 16 October 2019 and publicly opened online, forthwith. Filed sub-bidders must be DCAMM certified for the trades listed below and bidders must include a current DCAMM Sub-Bidder Certificate of Eligibility and a signed DCAMM Sub-Bidder's Update Statement. SUBTRADES: Terrazzo. All Bids should be submitted online at www.biddocsonline.com and received no later than the date and time specified above. General bids and sub-bids shall be accompanied by a bid deposit that is not less than five (5%) of the greatest possible bid amount (considering all alternates), and made payable to the University of Massachusetts Lowell. Bid Forms and Contract Documents will be available for pick-up at www.biddocsonline.com (may be viewed electronically and hardcopy requested) or at Nashoba Blue, Inc. at 433 Main Street, Hudson, MA 01749 (978-568-1167). There is a plan deposit of \$50/set (max/2 sets) payable to BidDocs ONLINE Inc. Plan deposits may be electronically paid or by check. This deposit will be refunded for up to two sets for general bidders and for one set for sub-bidders upon return of the sets in good condition within thirty (30) days of receipt of general bids. Otherwise the deposit shall be the property of the Awarding Authority. Additional sets may be purchased for \$50. Bidders requesting Contract Documents to be mailed to them shall include a separate check for \$40/set for UPS Ground (or \$65/set for UPS overnight), nonrefundable, payable to the BidDocs ONLINE Inc., to cover mail handling costs. SITE VISIT: Wednesday, 9 October 2019 at 11:30 AM at Ball Hall entrance at 185 Riverside St., Lowell, MA. The Contract Documents may be seen, but not removed at: University of Massachusetts Lowell Wannalancit Business Center, Room 415 600 Suffolk Street Lowell, MA 01854 978-934-3500 Nashoba Blue Inc. 433 Main Street Hudson, MA 01749.

October 2, 2019

## 510 Help Wanted General

**Job Title:** PCA (Personal Care Attendant) in Tyngsboro, MA 01879  
**Job Description:** Personal Care Attendant for an adult middle-aged disabled couple. Main work involves housekeeping, shopping. If PCA is able, help is also needed in showering male while his wife is present for assistance. No lifting required. Applicant should be comfortable with dogs and speak English. Applicant should be able to fill out, "Stavros" time sheet.  
**Approximate number of hours per week:** 40 hours unless 2-3 PCA's want to split hours. Pay is \$15 plus per hour. Pay is by direct deposit. Preferred hours are morning, afternoons, possibly evenings. **Contact Trish at (978) 649-3141 for more information.**

## 510 Help Wanted General

## JOIN OUR TEAM

Ideal for couple Live-in Position  
Veteran's Home Room, Board, Salary  
Valid Driver's License  
978-835-9549

## Public Notice

**Commonwealth of Massachusetts The Trial Court Probate and Family Court Docket No. MI19P4875EA Middlesex Probate and Family Court 208 Cambridge Street Cambridge, MA 02141 (617)768-5800 CITATION ON PETITION FOR FORMAL ADJUDICATION**  
Estate of: **Doris T Holman**  
Date of Death: 12/10/1998  
To all interested persons: A Petition for Formal Probate of Will with Appointment of Personal Representative has been filed by Lois M Spencer of Billerica, MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition. The Petitioner requests that Lois M Spencer of Billerica, MA be appointed as Personal Representative of said estate to serve on the bond in an unsupervised administration. **IMPORTANT NOTICE:** You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before 10:00 a.m. on the return day of 10/23/2019. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you. Unsupervised Administration under the Massachusetts Uniform Probate Code (MUPC): A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration. Witness, Hon. Maureen H Monks, First Justice of this Court, Date: September 25, 2019 Tara E. DeCristoforo, Register of Probate

## 102 Autos for Sale

1986 Mustang Convertible 5.0, 5 Speed, 32k, Cayon Red, Black Top, New Clutch, No Rust. Came from Florida, \$6,750 Call: (603)476-3276

## 132 Wanted Will Buy Autos

**WANTED**  
Cash Paid for Clean Auto SUVs Inspection Ready Vehicles Call Joe 978-852-5008

Herb Chambers  
33 Cambridge St.  
Burlington, MA 01803  
(877)889-4952  
herbchambershondaofburlington.com

'13 Honda CRV LX AWD auto, 25k miles stk# H191449...\$16,998

'16 Honda Odyssey SE auto, 35k miles stk# H191389...\$22,998

'15 Honda Odyssey EX auto, 132k miles stk# H191517...\$12,998

'16 Honda Civic LX auto, 22k miles stk# HP6532...\$15,998

'17 Honda Civic EXL auto, 26k miles stk# H1910329...\$19,698

'12 Ford Focus SEL auto, 49k miles stk# H1916821...\$8,498

'16 Chevy Tahoe LTZ auto, 45k miles stk# H191528...\$43,498

'16 GMC Acadia SLT auto, 97k miles stk# H191684...\$11,498

'12 Toyota Camry LE auto, 49k miles stk# H191234...\$12,898

'18 Subaru Crosstrek PREM AWD, auto, 35k miles stk# H191425...\$22,498

'16 BMW X3 Prem NAV auto, 36k miles H1911641... \$26,998

'16 Honda CRV SE AWD auto, 21k miles stk# HP6542...\$20,998

'09 Honda Accord LX-P auto, 70k miles stk# HP6526...\$9,698

'10 Honda Accord LX auto, 103k miles stk# H191603...\$8,998

'15 Honda CRZ Hatch auto, 37k miles stk# HP65291...\$13,998

'17 Honda Pilot EXL auto, 26k miles stk# H191484...\$32,498

'18 Ford Escape Titanium auto, 28k miles stk# HP6500...\$22,998

'16 Chevy Malibu LT auto, 39k miles stk# H190887...\$15,698

'16 Mazda CX5 Touring auto, 14k miles stk# H191562...\$23,998

'07 Toyota Camry LE auto, 73k miles stk# H191499...\$7,998

'12 Cadillac SRX LUX auto, 10k miles stk# HP6539...\$20,498

'17 KIA Sportage LX AWD auto, 27k miles HP6527XX...\$18,498

## Public Notice

**Commonwealth of Massachusetts The Trial Court Probate and Family Court Docket No. MI19P4758EA Middlesex Probate and Family Court 208 Cambridge Street Cambridge, MA 02141 (617)768-5800 CITATION ON PETITION FOR FORMAL ADJUDICATION**  
Estate of: **Judith Lim**  
Date of Death: 02/02/2019  
To all interested persons: A Petition for Formal Adjudication of Intestacy and Appointment of Personal Representative has been filed by Molly Men Meas of North Chelmsford, MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition. The Petitioner requests that Molly Men Meas of North Chelmsford, MA be appointed as Personal Representative of said estate to serve Without Surety on the bond in an unsupervised administration. **IMPORTANT NOTICE:** You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before 10:00 a.m. on the return day of 10/21/2019. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you. Unsupervised Administration under the Massachusetts Uniform Probate Code (MUPC): A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration. Witness, Hon. Maureen H Monks, First Justice of this Court, Date: September 23, 2019 Tara E. DeCristoforo, Register of Probate

## 802 Apartments

**1-2-3-4 BEDROOMS Affordable Apts. & Studios, \$500 & up.**  
All util. incl. Sec. 8  
Welcome. **978-458-2552**

**APT LOWELL 2 & 3 BDRM**  
Quality, affordable, section 8 welcome. Start at \$1100. **Call 978-758-4643**  
www.tmirentals.com

**BEAVER BROOK VILLAGE DRACUT 1, 2, 3 BDRM.**  
Start at \$1550.  
Call TMI: 978-455-4147  
www.tmirentals.com

**Lowell-Pawtucketville**  
\$1050/Mo 1 Bdrm 3 Rms 1st Floor, Parking No Utils 978.459.7000

**LOWELL** - Spacious 1BR, 4 room Apt. 3 closets, 2 porches, hw flrs, ceiling fans, butler room. Parking, hot water, & heat incl. \$1425/mo w/garage \$1500 **(978)454-6857**

**836 Rooms**  
1 & 2 Furnished Rooms & STUDIOS. Finest in Lowell. Cooking, laundry, private bath. All utilities. **978-458-2552**

**510 Help Wanted General**  
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978-454-9999  
universalapartmentrentals.net

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**510 Help Wanted General**  
Please Recycle this Newspaper

**802 Apartments**  
UNIVERSAL APT.RENTALS  
978-454-9999  
universalapartmentrentals.net

## Public Notice

**MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE**  
By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Eleanor M. Abisi to MetLife Home Loans, a Division of MetLife Bank, N.A., dated September 22, 2011 and recorded with the Middlesex County (Northern District) Registry of Deeds at Book 25284, Page 69, subsequently assigned to Nationstar Mortgage LLC by MetLife Home Loans, a Division of MetLife Bank, N.A. by assignment recorded in said Middlesex County (Northern District) Registry of Deeds at Book 26421, Page 151, subsequently assigned to Nationstar Mortgage LLC d/b/a/ Champion Mortgage Company by MetLife Home Loans, a Division of MetLife Bank, N.A. by assignment recorded in said Middlesex County (Northern District) Registry of Deeds at Book 31094, Page 296, subsequently assigned to Nationstar HECM Acquisition Trust 2017-2, Wilmington Savings Fund Society, FSB, not individually, but solely as trustee by Nationstar Mortgage LLC DBA Champion Mortgage Company by assignment recorded in said Middlesex County (Northern District) Registry of Deeds at Book 32600, Page 137, subsequently assigned to Nationstar HECM Acquisition Trust 2019-1, Wilmington Savings Fund Society, FSB, not individually, but solely as trustee by Nationstar HECM Acquisition Trust 2017-2, Wilmington Savings Fund Society, FSB, not individually, but solely as trustee by assignment recorded in said Middlesex County (Northern District) Registry of Deeds at Book 33225, Page 80, subsequently assigned to Wilmington Savings Fund Society, FSB, not individually, but solely as trustee for Nationstar HECM Acquisition Trust 2019-1 by Nationstar Mortgage LLC DBA Champion Mortgage Company by assignment recorded in said Middlesex County (Northern District) Registry of Deeds at Book 33225, Page 83 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 10:00 AM on October 23, 2019 at 91 Frederick Street, Unit 75, Dracut, MA, all and singular the premises described in said Mortgage, to wit: The Unit ("Unit") known as Unit No. 75, of Phase IV in the Oak Knoll Condominium, Dracut, Middlesex County, Massachusetts, a condominium established pursuant to M.G.L.c.183A, by Master Deed dated October 31, 1980, recorded with Middlesex North District Registry of Deeds, Book 2448, Page 169 ("Master Deed"), as amended by instruments duly recorded with said Registry. The Unit is shown on floor plans of the building recorded simultaneously with said Master Deed and on a copy of the portion of said plans attached to a Deed recorded at Book 2524, Page 304, to which is affixed the verified statement of a Registered Professional Engineer in the form required by Section 9 of said Chapter 183A. The post office address of the Unit is 91 Frederick Street, Dracut, MA 01826. The Unit is conveyed together with an appurtenant 1.1394% undivided interest in the Common Areas and Facilities of the Condominium and the exclusive right and easement to use certain Common Areas and Facilities as set forth in the Master Deed. The Unit is also conveyed together with an appurtenant membership in the Oak Knoll Condominium Association, as set forth in Paragraph 3 of the Master Deed. The Unit is subject to and has the benefit of the following: 1. The provisions of the Master Deed, and the By-Laws of Oak Knoll Condominium Association, all recorded with the Master Deed; 2. The easement granted to New England Telephone and Telegraph Company and to the Massachusetts Electric Company, recorded with said Deeds, Book 2399, Page 444 and Book 2411, Page 465; 3. The provisions of M.G.L.c. 183A relating to the condominiums; The rights, reservations and easements with respect to drainage, utilities and Frederick Street as set forth in the Master Deed; and 4. The right to use Frederick Street, in common with the all others entitled thereto, for purposes of ingress and egress to public streets in the Town of Dracut by foot or by vehicle for themselves, their heirs, assigns and invitees. The Unit is to be used for residential purposes only, as provided in the Master Deed, and is subject to the restrictions on use as set forth in the Master Deed and in the By-Laws of Oak Knoll Condominium Association. The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

## 802 Apartments

## **Attachment B**

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday October 10, 2019 at 7:00 PM at American Legion Post 315, which is located at 574 Broadway Rd, Dracut MA 01826. The proposed Marijuana Microbusiness is anticipated to be located at 1935 Lakeview Ave, Dracut MA 01826. There will be an opportunity for the public to ask questions.

# Attachment C

October 2, 2019

Dear neighbor,

On behalf of Green Thumb Growers and as CEO of the company, I am pleased to personally invite you to a community outreach meeting for our potential marijuana microbusiness. We are seeking a license to operate in the property at 1935 Lakeview Ave, Dracut MA; and as your neighbor, we would greatly appreciate the opportunity to meet you, talk to you about our company, and learn more about the neighborhood.

The community outreach meeting will be held on **Thursday October 10, 2019 at 7:00 PM** at American Legion Post 315, located at **574 Broadway Rd, Dracut MA**. Several other members of the Green Thumb Growers management team will be joining me in hosting this meeting. There will be a brief presentation regarding our business operations and our responsibility to the community, followed by the opportunity for you and other attendees to ask us questions. The time, date, and location written above match those listed on the formal notice that you have already received regarding this community outreach meeting.

In order to clarify what a marijuana microbusiness is: the microbusiness license as defined by the Code of Massachusetts Regulations limits our business solely to the small-scale cultivation of marijuana and the manufacture of marijuana products. Green Thumb Growers will not have a retail store and will not be open to the public. We will further address the scope of our business during the meeting and we hope to see you there.

If you are unable to attend the community outreach meeting but you have questions or would like to contact us for any reason, please email us at [info@green-thumb-growers.com](mailto:info@green-thumb-growers.com). I also invite you to email me personally at [alex.bailey@green-thumb-growers.com](mailto:alex.bailey@green-thumb-growers.com).

Sincerely,  
Alex Bailey

## **Attachment C (also included with above letter to abutters)**

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday October 10, 2019 at 7:00 PM at American Legion Post 315, which is located at 574 Broadway Rd, Dracut MA 01826. The proposed Marijuana Microbusiness is anticipated to be located at 1935 Lakeview Ave, Dracut MA 01826. There will be an opportunity for the public to ask questions.

# Plan to Comply with Local Zoning

## Overview

The town of Dracut requires a special permit for marijuana establishments wishing to operate within the town, and requires other permits depending on the business. Management of Green Thumb Growers selected the location of 1935 Lakeview Ave, Dracut MA with the knowledge that the property was zoned for industrial use (I-2 zoning). Green Thumb Growers' managers have been in close contact with the town of Dracut since August 2019, and have received been provided with the following information from the Dracut Building Inspector and Dracut Ombudsman, both of whom have toured the property of 1935 Lakeview Ave with Green Thumb Growers managers.

## Change of Use Permit

A Change of Use permit granted by the Dracut Planning Board is the first step required in order to obtain zoning approval. A Planning Board Hearing will be held regarding our desired use of the property. If a Change of Use permit is granted, that would provide preliminary approval that our intended use of the building is suitable for the property and its location.

The only potential issue raised by the Dracut Building Inspector about 1935 Lakeview Ave was that the property will be partially located in the updated Flood Plain Maps once they are released. However, our facility does not require significant alterations, such that we can demonstrate that our construction will not affect the flood plain. Additionally, all construction, and all operations, are above the base flood elevation, thus not subject to flooding. We have confirmation from the Dracut Building Inspector that a demonstration of these two facts is sufficient that we will not need to apply for a Planning Board Special Permit for flood plain construction.

The process of obtaining the Change of Use permit has begun, as an official zoning determination form was filed with the Dracut Building Inspector on September 23, 2019.

## Special Permit

A Marijuana Establishment Special Permit granted by the Dracut Board of Selectmen is required for final zoning approval from the Town of Dracut. A Change of Use Permit must be obtained prior to the application for a Marijuana Establishment Special Permit, since it is a requirement for said application. The Marijuana Establishment Special Permit requires supplemental information regarding our agreement to numerous reasonable terms of operation, evidence that our business will not be a nuisance to the surrounding area or be

detectable by sight or smell, approval of the security plan from the Dracut Police Department, and several actionable items that must be completed before the application is submitted. This is a brief summary of the 27-item checklist for the Marijuana Establishment Special Permit application, which is publicly available on the Town of Dracut's website. We, the Green Thumb Growers managers, can confirm certainty of compliance with all items regarding Dracut's terms of operation and required actionable items, since these are entirely within our control. We are confident that we can provide clear reasoning as to why we will not be a nuisance and why our methods of odor control will completely eliminate odors produced in our facility, although that will ultimately be the decision of the Dracut Board of Selectmen as to whether or not they agree. Lastly, we have met with the Dracut Chief of Police and provided him with a draft of our Security Plan, and we will be providing him with the updated version of the Security Plan that has been submitted in this MA CCC Marijuana Microbusiness application. Approval from the Dracut Police Department is also an external factor determining whether or not we are granted a Marijuana Establishment Special Permit from the Town of Dracut, but we are confident that we can continue to work together with the Dracut Police Chief to help ensure a safe facility and a safe working environment.

### Building Permit

A building permit is the last permit we will from the Town of Dracut in order to comply with Dracut's zoning laws. We will request a building permit after we are granted a Provisional License from the Massachusetts Cannabis Control Commission. At this time, we will submit our architectural plans. We do not require any construction to change the structure of our facility. All work required involves either the construction of interior walls without alteration to current structure, improvements to the existing HVAC system, improvements to the existing electrical wiring, and improvements to building security. We anticipate that a building permit for these purposes should be obtainable from the Dracut Planning Board without opposition, and that construction within our facility will be able to commence within thirty (30) days of requesting a building permit (the number of days within which the Planning Board is required to respond).

# Plan for Positive Impact

## Goals

1. Hire employees that fall within CCC-identified populations falling within areas of disproportionate impact.
2. Provide information about the Marijuana industry to Social Equity Program applicants and Economic Empowerment applicants, and help give them tools to succeed.
3. Work with Social Equity applicant or Economic Empowerment applicant-owned businesses, so that those who have broken into the industry can all work together to succeed.

## Programs

1. Disproportionate Impact Hiring Program
2. Bimonthly Social Equity Program Facility Tours and Resources
3. The Social Equity Marijuana Business Priority Network

## Measurements

1. After the first year of operation and maintained afterwards, at least 30% of employees fall into CCC-identified populations falling within areas of disproportionate impact.
2. Host at least 6 facility tours/seminars a year.
3. Regularly work with at least 3 social equity applicant or economic empowerment applicant-owned businesses (buy or sell goods within 6 different months of each year with each business), and develop strong business contacts (buy or sell goods at least once each year) with at least 5 other businesses owned by a social equity applicant or economic empowerment applicant.

## Overview

Green Thumb Growers' cultivation center is located in Dracut, adjacent to Lowell MA. Specific areas of Lowell are included as areas of disproportionate impact, as defined by the Massachusetts Cannabis Control Commission, thus these communities will be our focus for positive impact.

Green Thumb Growers will hire at least 30% of employees that are members of a CCC-identified area of disproportionate impact.

Green Thumb Growers will also host facility tours/seminars at least once every two months, exclusive to members of the CCC's social equity program. Any spots not filled in our tour/seminar will be open to anyone with proof of residence in an area of disproportionate

impact via an application.

Lastly, at Green Thumb Growers, we plan to go out of our way to do business with social equity business owners and economic empowerment business owners.

Green Thumb Growers has described these three goals to be accomplished within the first year of operation after receiving a provisional license from the CCC. These goals will be kept and upheld each year following, so that these measurements should be documented with direct evidence and submitted every year. Green Thumb Growers will ensure that the implementation of these programs will not violate 935 CMR 500.105(4) in any way. Any actions taken or programs instituted by Green Thumb Growers will not violate the Commission's regulations with respect to the limitations on ownership or control or other applicable state laws.

## Hiring Disproportionately-Impacted Employees

The founding siblings of Green Thumb Growers: Simone and Alex Bailey, fall into one of the areas of disproportionate impact as designated by the CCC as having a parent with a drug conviction. Simone and Alex are deeply sympathetic to people who have been negatively affected by the war on drugs, and we want Green Thumb Growers to help right the many wrongs that have been committed and have left many lives in disarray. While we have some concerns about committing a large number of jobs after we have already promised Dracut that 50% of our employees will be citizens of Dracut, we are very happy to promise that 30% of our employees will be members of the CCC-identified populations falling with an area of disproportionate impact. We promise that we will meet this goal, and, of course, we aim to surpass it.

## Facility Tour/Seminar

CEO Alex Bailey is a part of the social equity program, and had a positive experience meeting other social equity program members, hearing from Marijuana Establishment owners at the August 2019 seminar, and participating in the entrepreneur-track course. Alex Bailey requests to be a primary contact for the Massachusetts Cannabis Control Commission as a consultant for the growth and development of the social equity program, and provides himself as a resource to help in seminars and education.

Alex Bailey will provide informational tours of the Green Thumb Growers cultivation facility to any social equity program members that request one. These will take place every other month, for at least six a year. This will be an opportunity for social equity program members to see all aspects of a cultivation facility, where Alex will display an aspect of each step of the cultivation process, as well as an overview of the manufacturing process. Attendees will have a chance to ask specific questions about working in a cultivation/manufacturing facility, running a cultivation/manufacturing facility, or applying for a marijuana establishment license. Tours will be scheduled for three hours of demonstrations and explanations of different aspects of cultivation and manufacturing, and tours will be followed by a one-hour seminar with a

question and answer session. These tours/seminars will be available only to social equity program members and/or economic empowerment applicants who can privately join a tour/seminar (or the waitlist if a session is filled) via a page that we will post on our website. Each tour/seminar will be open to between 5-8 people in order to give personal attention, keep a manageable group, and mitigate security concerns.

Facility tour/seminars will comply with CCC regulations regarding limited access areas as described in 935 CMR 500.110(4). All attendees of the tour/seminar will be registered in advance. Upon arrival, each attendee must check in at the front desk, where they must provide state-issued identification and be logged in on the security access log in order to receive a visitor badge. Attendees must display the visitor badge visibly at all times. According to security protocol regarding visitors, all attendees must be escorted at all times with limited access areas. The attendees will be escorted at all times within the property, with the exception that they may use the two bathrooms in the facility that are not within a limited access area. The tour/seminar will focus on compliance and general plant care focusing on the early stages of plant growth. Attendees will not be allowed in the trimming room, the drying room, the curing room, the vault, or the product manufacturing room. All demonstrations will occur within the vegetative room where there are no marijuana flowers or products. Attendees will be allowed in the entrance of the flowering room where they can see Green Thumb Growers employees working and hear Alex discuss different aspects of the cultivation process, however, attendees will not be allowed near the flowering plants or to walk among the aisles of flowering plants. Of course, the attendees will be required to take all cleanliness precautions required of our employees before entering the limited access areas. Attendees will be provided with coveralls, gloves, and UV protective lenses, and required to wash their hands as they enter through the clean room. The 'tour' aspect of the tour/seminar will be relatively short, while the seminar will be a longer informational session that takes place in one of the offices, with ample time for attendees to ask questions.

## Work with Social Equity Applicant or Economic Empowerment Applicant-Owned Businesses

CEO Alex Bailey has been fortunate to meet a number of driven and capable entrepreneurs through the CCC's social equity program, and he wants to work together with the underdogs of the Legal Cannabis industry so that we can all succeed. Alex will be working with social equity applicant-owned marijuana establishments, and Green Thumb Growers will also prioritize business with economic empowerment applicant-owned businesses. By doing so, we can all build a network of people and businesses who are working together to succeed in the industry, after having directly experienced the horrors caused by marijuana's illegal past, whether it be incarceration, economic suffering, or any combination of marijuana-related hardships. Many opportunists are jumping at the chance to get a piece of this "brand new" industry. We hope to help unite Massachusetts marijuana businesses that are tied to the history of cannabis and the negative impact its criminalization has had on so many communities. It is

## PLAN FOR POSITIVE IMPACT

our mission to ensure that its legalization uplifts the Massachusetts communities that its illegality has harmed, and make sure that they do not fall to the wayside while an era of suffering is excused and forgotten.



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

William Francis Galvin  
Secretary of the  
Commonwealth

October 11, 2019

TO WHOM IT MAY CONCERN:

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

**GREEN THUMB GROWERS, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 24, 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:

**ALEXANDER GEORGE BAILEY, SIMONE ELIZABETH BAILEY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ALEXANDER GEORGE BAILEY, SIMONE ELIZABETH BAILEY**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ALEXANDER GEORGE BAILEY, SIMONE ELIZABETH BAILEY**

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**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001389907

1. The exact name of the limited liability company is: GREEN THUMB GROWERS, LLC

2a. Location of its principal office:

No. and Street: 68 MARSHALL STREET  
 City or Town: WATERTOWN State: MA Zip: 02472 Country: USA

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

No. and Street: 68 MARSHALL STREET  
 City or Town: WATERTOWN State: MA Zip: 02472 Country: USA

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

APPLYING FOR LICENSES WITH THE CCC FOR CULTIVATION, PRODUCT MANUFACTURING, AND RETAIL OF ADULT USE MARIJUANA.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ALEXANDER BAILEY  
 No. and Street: 68 MARSHALL STREET  
 City or Town: WATERTOWN State: MA Zip: 02472 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ALEXANDER GEORGE BAILEY	68 MARSHALL STREET WATERTOWN, MA 02472 USA
MANAGER	SIMONE ELIZABETH BAILEY	68 MARSHALL STREET WATERTOWN, MA 02472 USA

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

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

First, Middle, Last, Suffix

Address, City or Town, State, Zip Code

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ALEXANDER GEORGE BAILEY	68 MARSHALL STREET WATERTOWN, MA 02472 USA
REAL PROPERTY	SIMONE ELIZABETH BAILEY	68 MARSHALL STREET WATERTOWN, MA 02472 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 24 Day of June, 2019,**

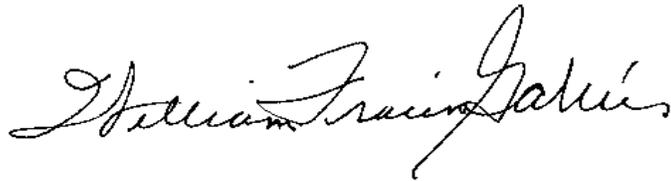
**ALEXANDER BAILEY**

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

THE COMMONWEALTH OF MASSACHUSETTS

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

June 24, 2019 09:12 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$100.00

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

**Certificate of Amendment**

(General Laws, Chapter )

Identification Number: 001389907

The date of filing of the original certificate of organization: 6/24/2019

1.a. Exact name of the limited liability company: GREEN THUMB GROWERS, LLC

1.b. The exact name of the limited liability company as amended, is: GREEN THUMB GROWERS, LLC

**2a. Location of its principal office:**

No. and Street: 68 MARSHALL STREET  
 City or Town: WATERTOWN State: MA Zip: 02472 Country: USA

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

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

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: ALEXANDER BAILEY  
 No. and Street: 68 MARSHALL STREET  
 City or Town: WATERTOWN State: MA Zip: 02472 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ALEXANDER GEORGE BAILEY	68 MARSHALL STREET WATERTOWN, MA 02472 USA
MANAGER	SIMONE ELIZABETH BAILEY	68 MARSHALL STREET WATERTOWN, MA 02472 USA
MANAGER	JOHN MICHAEL CRESAP	68 MARSHALL STREET WATERTOWN, MA 02472 USA
MANAGER	ANJALI SAINI	68 MARSHALL STREET WATERTOWN, MA 02472 USA
MANAGER	RIJU SAINI	68 MARSHALL STREET WATERTOWN, MA 02472 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ALEXANDER GEORGE BAILEY	68 MARSHALL STREET WATERTOWN, MA 02472 USA

**9. Additional matters:**

**10. State the amendments to the certificate:**

AMENDED CHARACTER OF BUSINESS. AMENDED MANAGERS TO ADD THREE MANAGERS: JOHN CRESAP, ANJALI SAINI, AND RIJU SAINI. AMENDED PERSON(S) AUTHORIZED TO EXECUTE, ACKNOWLEDGE, DELIVER AND RECORD ANY RECORDABLE INSTRUMENT PURPORTING TO AFFECT AN INTEREST IN REAL PROPERTY SO THAT MANAGER SIMONE BAILEY IS REMOVED AND ONLY MANAGER ALEX BAILEY IS AUTHORIZED TO DO AS DESCRIBED.

**11. The amendment certificate shall be effective when filed unless a later effective date is specified:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 30 Day of October, 2019,  
ALEXANDER BAILEY , Signature of Authorized Signatory.**

THE COMMONWEALTH OF MASSACHUSETTS

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

October 30, 2019 09:56 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

## OPERATING AGREEMENT FOR GREEN THUMB GROWERS, LLC

### **I. PRELIMINARY PROVISIONS**

(1) *Effective Date:* This operating agreement of Green Thumb Growers, LLC effective October 21, 2019, is adopted by the members whose signatures appear at the end of this agreement (the "Agreement").

(2) *Formation:* This limited liability company (LLC) was formed by filing a Certificate of Organization with the Secretary of the Commonwealth of Massachusetts on June 24, 2019. An updated Certificate of Organization, which added managers accordingly to the managers listed in this operating agreement, was filed on October 21, 2019. A copy of each of these two organizational documents has been placed in the LLC's records book.

(3) *Name:* The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

(4) *Registered Office and Agent:* The registered office of this LLC and the registered agent at this address are as follows:

Alexander Bailey  
68 Marshall St  
Watertown MA, 02472

The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

(5) *Business Purposes:* The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following:

Marijuana Microbusiness, for the cultivation of marijuana and the manufacturing of marijuana products.

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

(6) *Duration of LLC:* The duration of this LLC shall be indefinite. This LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

### **II. MEMBERSHIP PROVISIONS**

(1) *Non-liability of Members:* No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

(2) *Reimbursement for Organizational Costs:* Members shall be reimbursed by the LLC for organizational expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.

(3) *Management:* This LLC shall be managed exclusively by the listed managers: Alexander Bailey, Simone Bailey, Riju Saini, Anjali Saini, and John Cresap. Members that are not specified as managers shall not be able to vote in management decisions.

(4) *Members' Percentage Interests:* A member's percentage interest in this LLC shall be computed as a fraction, the numerator of which is the total of a member's capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLC.

*(5) Manager Voting:* Except as otherwise may be required by the Certificate of Organization, other provisions of this operating agreement, or under the laws of this state, each manager shall vote on any matter submitted to management for approval. Each manager will have equal representation to each other individual manager on all matters brought before management that require management voting. Managers must vote unanimously for any decision brought before management in order to enact change if the decision regards the addition or removal of a manager, the redistribution of unclaimed equity, or a modification of this operating agreement or any other official LLC documents. Any decisions brought before management that do not pertain to those listed items require a majority of the managers to vote in agreement for that decision to represent the will of the company. If there is not a majority vote for any of the possible responses to a decision that is brought before management, but it is possible to continue operations without change directly caused from the matter brought before management, then no action will be taken by the company regarding this matter that would change the status quo without majority vote of the managers. If there is not a majority vote for any of the possible responses to a decision that is brought before management, and action is required on the matter such that the business cannot continue without taking action, then a vote will be conducted including all members of the LLC such that each member's say is proportional to the equity that he or she owns in Green Thumb Growers, LLC. The course of action will be decided by the decision that is backed by the largest percentage of equity in the company, even if that percentage is not a majority of the company's equity. Not all managers are required to vote, but a majority is defined by a majority of the total number of managers, not a majority of the voting managers. A unanimous vote also requires all managers to cast a vote. All reasonable measures must be taken to inform a manager or member about a decision that he or she can cast a vote for. If the manager or member does not respond with a vote after all reasonable measures of contacting that person are exhausted, then that manager or member may be excluded from the vote; however, a manager or a member who was excluded from a vote may cast a vote regarding that decision at any time with the same percentage of influence that they held at the time of the vote, even if they no longer hold the same position. If a vote is cast in this way after a decision had previously been made, then that decision can be overturned and any other decisions directly impacted can be rolled back and brought before management again.

*(6) Compensation:* Members shall not be paid as members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

*(7) Members' Meetings:* The LLC shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting. Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

*(8) Membership Certificates:* This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC, the name of the member, and state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under the Certificate of Organization or a similar organizational document, this operating agreement and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more officers of this LLC. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates. In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLC under the Certificate of Organization or a similar organizational document and/or this operating agreement, and the address where a member may obtain a copy of these restrictions upon request from this LLC. The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

*(9) Other Business by Members:* Each member must disclose any interest in, management or work performed for another business, enterprise or endeavor, if such ownership or activities compete with this LLC's business goals,

mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.

### III. TAX AND FINANCIAL PROVISIONS

*(1) Tax Classification of LLC:* The members of this LLC intend that this LLC be initially classified as a partnership for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

*(2) Tax Year and Accounting Method:* The tax year of this LLC shall be Calendar. The LLC shall use the cash basis method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

*(3) Tax Matters Partner:* If this LLC is required under Internal Revenue Code provisions or regulations, it shall designate from among its members a "tax matters partner" in accordance with Internal Revenue Code Section 6231 (a) (7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.

*(4) Annual Income Tax Returns and Reports:* Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. If this LLC is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065 - Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

*(5) Bank Accounts:* The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.

*(6) Title to Assets:* All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

#### IV. CAPITAL PROVISIONS

(1) *Capital Contributions by Members:* Members shall make the following contributions of cash, property or services as shown next to each member's name below. Unless otherwise noted, cash and property described below shall be paid or delivered to the LLC within ten days of the signing of this operating agreement. Green Thumb Growers, LLC does not anticipate that cost will be incurred beyond the \$120,000 initial contribution until a provisional license is awarded from the Massachusetts Cannabis Control Commission (MA CCC). Therefore, any contributions made before a provisional license is awarded are not required to be paid or delivered to the LLC until ten days after a MA CCC Marijuana Microbusiness provisional license is obtained by Green Thumb Growers, LLC. Contributions in the form of cash, property, or services as agreed between the LLC and the contributing member are shown below. The percentage interest in the LLC that each member shall receive in return for his or her capital contribution is also indicated for each member.

<u>NAME &amp; ADDRESS</u>	<u>CONTRIBUTION</u>	<u>% INTEREST IN LLC</u>
(1) Alexander Bailey 68 Marshall St Watertown MA, 02472	\$120,000 Property of 1935 Lakeview Ave, Dracut MA 01826 (personal lease) Services as CEO, Head Grower, and Head of licensing	60%
(2) Riju Saini 154 Newbridge Rd Sudbury, MA 01776	Services as COO, Head of manufacturing, and contributions to licensing process	15%
(3) Anjali Saini 154 Newbridge Rd Sudbury, MA 01776	Services as CFO, cultivator, and contributions to licensing process	15%
(4) John Cresap 231 Irving St Apt 3 Framingham, MA 01702	Services as CCO, Head of security, and contributions to licensing process	6%
(5) Simone Bailey 68 Marshall St Watertown MA, 02472	Services as cultivator and contributions to licensing process	4%

(2) *Additional Contributions by Members:* The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

(3) *Failure to Make Contributions:* If a member fails to make a required capital contribution within the time agreed for a member's contribution, the managers may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the remaining members decide. Alternatively, the managers may, by unanimous vote, agree to cancel the membership of the delinquent member, provided any prior partial payments of capital made by the delinquent member are refunded promptly by the LLC to the member after the decision is made to terminate the membership of the delinquent member.

(4) *No Interest on Capital Contributions:* No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

(5) *Capital Account Bookkeeping:* A capital account shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member's share of profits in the LLC, decreased by each member's share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

(6) *Consent to Capital Contribution Withdrawals and Distributions:* Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the written consent of all members.

(7) *Allocations of Profits and Losses*: No member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the LLC. The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's percentage interest in this LLC.

(8) *Allocation and Distribution of Cash to Members*: Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to members in accordance with each member's percentage interest in the LLC, as may be decided by a unanimous vote from the managers.

(9) *Allocation of Noncash Distributions*: If proceeds consist of property other than cash, the managers shall decide the value of the property and allocate such value among the members in accordance with each member's percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.

(10) *Allocation and Distribution of Liquidation Proceeds*: Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

## **V. MEMBERSHIP WITHDRAWAL AND TRANSFER PROVISIONS**

(1) *Withdrawal of Members*: A member may withdraw from this LLC by giving written notice to all other members at least 10 days before the date the withdrawal is to be effective.

(2) *Restrictions on the Transfer of Membership*: A member may transfer his or her membership and equity in the LLC to a single party without restriction so long as it does not put Green Thumb Growers, LLC in violation of State or Federal law. If a member who is also a manager transfers his or her membership to one or more parties, then that member revokes his or her status as a manager, and does not pass on the status of manager to a transferee without unanimous approval from the remaining managers. Transfer of membership to multiple parties must be approved by a majority vote from the managers. Any member shall be allowed to assign an economic interest in his or her membership to multiple parties without the approval of the other members. Such an assignment shall not include a transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

## **VI. DISSOLUTION PROVISIONS**

(1) *Events That Trigger Dissolution of the LLC*: The following events shall trigger dissolution of the LLC, except as provided:

- (a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member, except that within one year of the happening of any of these events, all remaining members of the LLC may vote to continue the legal existence of the LLC, in which case the LLC shall not dissolve;
- (b) the written agreement of all members to dissolve the LLC;
- (c) entry of a decree of dissolution of the LLC under state law.

## **VII. GENERAL PROVISIONS**

(1) *Officers*: The LLC may designate one or more officers, such as a Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, and Chief Compliance Officer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or non-compensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office. The current officers designated for Green Thumb Growers, LLC are Chief Executive Officer Alexander Bailey, Chief Operating Officer Riju Saini, Chief Financial Officer Anjali Saini, and Chief Compliance Officer John Cresap.

(2) *Records*: The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC.

Copies of the LLC's Certificate of Organization or a similar organizational document, a signed copy of this operating agreement, and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;
- a schedule showing when any additional capital contributions are to be made by members to this LLC;
- a statement or schedule, if appropriate, showing the rights of members to receive distributions representing a return of part or all of members' capital contributions.

If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address. Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by members is allowed, but copying costs shall be paid for by the requesting member.

(3) *All Necessary Acts*: The members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all members of the LLC, may certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

(4) *Indemnification*: The LLC shall indemnify the Member and those authorized officers, agents, and employees of the LLC identified in writing by the Member as entitled to being indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or officer, agent, or employee) or any such office, agent, or employee in connection with the business of the LLC, except to the extent prohibited by the laws of the state that governs this Agreement. In addition, the LLC may advance costs of defense of any proceeding to the Member or any such officer, agent, or employee upon receipt by the LLC of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the LLC.

(5) *Mediation and Arbitration of Disputes Among Members*: In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute. If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request. All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

(6) *Governing Law*: This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the State of Massachusetts, without reference to the conflicts of law rules of that or any other jurisdiction.

(7) *Entire Agreement*: This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current managers of this LLC. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC.

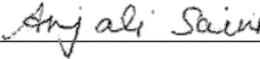
(8) *Severability*: If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

**VIII. SIGNATURES OF MANAGERS AND MEMBERS**

*Execution of Agreement*: In witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.

Date: 11/04/2019  
Signature:   
Printed Name: Alexander Bailey, Managing Member

Date: 11/04/2019  
Signature:   
Printed Name: Riju Saini, Managing Member

Date: 11/04/2019  
Signature:   
Printed Name: Anjali Saini, Managing Member

Date: 11/04/2019  
Signature:   
Printed Name: John Cresap, Managing Member

Date: 11/04/2019  
Signature:   
Printed Name: Simone Bailey, Managing Member

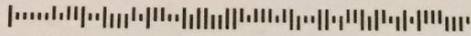


Commonwealth of Massachusetts  
Department of Revenue  
Christopher C. Harding, Commissioner  
mass.gov/dor

Letter ID: L0509706112  
Notice Date: October 24, 2019  
Case ID: 0-000-759-169



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GREEN THUMB GROWERS LLC  
68 MARSHALL ST  
WATERTOWN MA 02472-4711

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, GREEN THUMB GROWERS 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](http://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

# Plan for Obtaining Liability Insurance

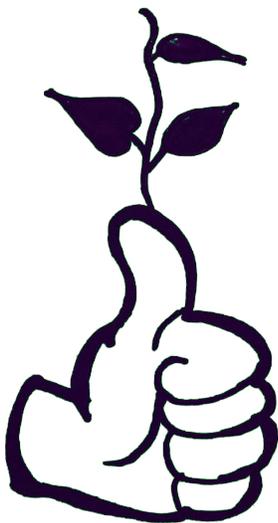
## Overview

Green Thumb Growers' insurance services will be provided through Lighthouse Insurance Agency in South Boston. Lighthouse Insurance caters directly to the cannabis industry using Cannasure Insurance Services in Ohio, and Lighthouse Insurance has experience with other licensed marijuana businesses in Massachusetts. Green Thumb Growers has obtained our bond for the potential dismantling of the business through Lighthouse Insurance Agency and we are currently in the process of obtaining property insurance and liability insurance as is required by our lease. Upon obtaining a provisional license, we will extend the coverage of our insurance plan with Lighthouse Insurance Agency so that business operations are also covered pursuant to CMR 500.105(10)(a).

## Liability Insurance Plan

Green Thumb Growers will obtain and maintain general liability insurance coverage for \$1,000,000 per occurrence and \$2,000,000 in aggregate annually, as required in CMR 500.105(a). Furthermore, following the regulations Green Thumb Growers will also obtain and maintain product liability insurance for \$1,000,000 per occurrence and \$2,000,000 in aggregate. Each policy will have a deductible that is no higher than \$5,000 per occurrence. Green Thumb Growers plans to maintain general liability insurance and product liability insurance in the specified amounts indefinitely as opposed to setting aside escrow, and Green Thumb Growers will report documentation of compliance with the Massachusetts Cannabis Control Commission's requirements pertaining to liability insurance at any time that such a report may be requested.

MAY 31, 2020



# BUSINESS PLAN

## GREEN THUMB GROWERS, LLC

GREEN THUMB GROWERS, LLC  
1935 Lakeview Ave, Dracut MA

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# Executive Summary

## Summary

Green Thumb Growers, LLC is a new Marijuana Microbusiness that will be growing high quality cannabis flowers, and manufacturing trusted THC gummies and extracts that customers can rely on. It is our mission to maximize quality and efficiency in the production of marijuana flowers, with an emphasis on growing marijuana strains with highly enjoyable effects.

Quality is our first and foremost concern. Consumers want flowers that look good, smell good, taste good, and produce desirable psychological and physical effects. Green Thumb Growers will grow many different strains in-house, all with the highest quality genetics that will produce flowers with all the aforementioned qualities. We have a scientific approach to marijuana cultivation, so that resulting yields and quality control are continuously refined and improved. Efficiency is the goal of Green Thumb Growers at every step of the growing cycle. Our goal is to increase automation in order to allow scaling up in production without sacrificing quality. Automation will enable quality control by making the growing process more regular and precise.

## Growth

The following growth opportunities are not reflected in the financial forecasts found in the Financials section of the business plan. However, they are all opportunities that become available as soon as 2020. If you would like to view a financial forecast that accounts for the microbusiness delivery endorsement, please request it from CEO Alex Bailey (see Overview section for Alex's email).

Green Thumb Growers' main financial forecasts do not include any cannabis product manufacturing. This is due to the fact that product manufacturing is not scheduled to be implemented until 2020, and the variability and unknowns involved with production costs at the current stage is significantly greater than those involved with immediate cultivation plans. In addition to gummies and extracts, Green Thumb Growers is currently experimenting with other edible cannabis products, and plans to make and sell canned cannabis coffee and cannabis tea.

## Market

Target demographic consists of all adults greater than 21 years of age. The Massachusetts Department of Public Health found that 21% of adults in Massachusetts had consumed marijuana within the month prior to their study. This percentage is expected to grow significantly as the legality of marijuana makes it more socially acceptable and easily available.

## Competition

Competition is restricted to other cultivators in Massachusetts, licensed by the Cannabis Control Commission. Marijuana cannot be brought in from outside of Massachusetts state lines, eliminating all legal competition outside of Massachusetts. States like Oregon and Colorado are experiencing saturation in the market of wholesale cured marijuana. However, that is unlikely to occur in Massachusetts, where the population is significantly greater than either of those states, but has only 1.5% and 3% the acreage of farms that Colorado and Oregon have respectively.

Even as the production of cured marijuana increases in Massachusetts, there is a premium on high quality, indoor-grown flowers. Green Thumb Growers provides indoor-grown marijuana flowers, and we strive to produce the highest quality product in aroma, taste, aesthetic, and beneficial psychological and physiological effects.

## Who are we?

Green Thumb Growers was first founded by siblings Alex and Simone Bailey, and the management team has quickly grown to include three other highly capable growers: John Cresap, and husband and wife team Riju and Anjali Saini. Outside of the LLC managers, Green Thumb Growers' team also includes skilled agriculturist Hannah Helfner.

**Alex Bailey** is a software engineer and a graduate of Dartmouth College with a bachelor degree in Physics and Computer Science.

**Simone Bailey** is a long-distance cyclist who graduated from the University of Vermont with a bachelor degree in Civil Planning.

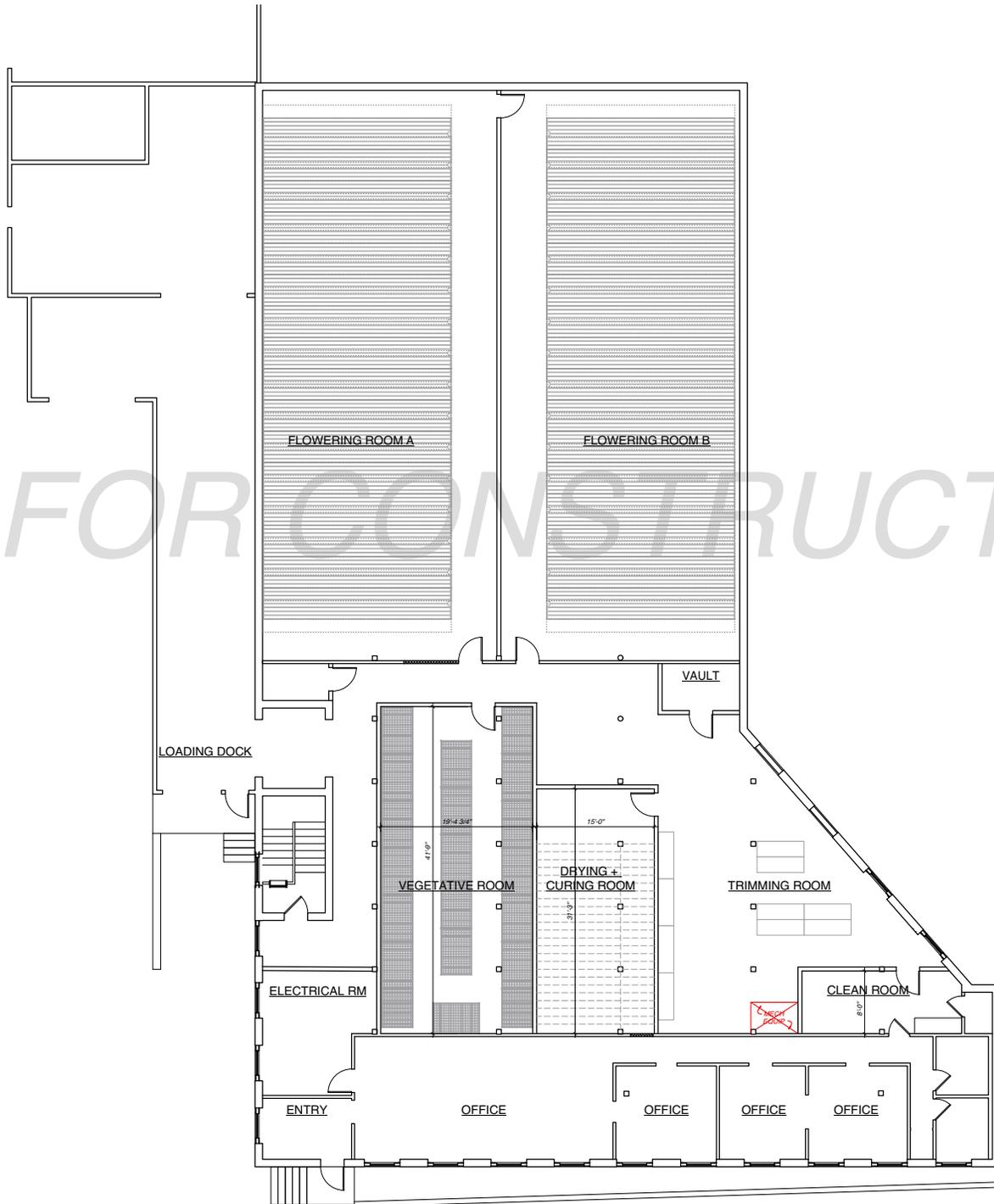
**John Cresap** is a graduate of Dartmouth College. He's the President and owner of Eagle Enterprises Inc., a federal contracting company that specializes in roofing and envelope projects.

**Riju Saini** is a chemical engineer working with a firm specializing in industrial design. Riju earned his PhD in chemical engineering from Northeastern University, and has now had over 30 years of consulting and industrial experience.

**Anjali Saini** has a MS in material science and electrical engineering from Northeastern University, and has over 20 years of industrial experience in the semi-conductor and health care devices industries.

**Hannah Helfner** graduated from University of Massachusetts Amherst with a bachelor degree in Sustainable agriculture, and has since gained experience on a number of organic farms in places including Connecticut, California, and Japan.

# Operating Plan



1 FLOOR PLAN  
A1.0 1/8" = 1'-0"

## Location

Green Thumb Growers' cultivation facility is located at 1935 Lakeview Ave, Dracut, MA. Our facility has a floor area of 12,390 square feet. We have designated 4,480 square feet of that space to be transformed into flowering rooms and 810 square feet to be transformed into a vegetative room.

## Equipment & Tools

### *Lighting*

Flowering rooms will use Fluence LED (light emitting diode) 631-Watt grow lights and UV light supplementation. LED lights improve energy efficiency, which is a very important factor for us at Green Thumb Growers.

All current financial estimates are made assuming each light can produce 2.8 pounds of cured cannabis flowers (or 1.8 grams per watt). Actual yield estimates are 2-2.4 grams per watt, but underestimates are listed in order to account for the inherent variability involved in the growing process, also including batches that may need to be disposed of due to failed microbial screens. The financial estimate includes just 1.4 grams per watt in the most pessimistic scenario and 2.4 grams per watt in the most optimistic scenario.

Clones (vegetative cuttings) are grown using T5 fluorescent lights, and plants in the vegetative stage are grown using Fluence LED 342-Watt lights.

## Grow Medium

Flowering and vegetative plants will be grown in Pro-mix HP Mycorrhizae (a high porosity mix with a sphagnum peat moss base and mycorrhizae mixed in), using a hydroponic feeding method. Clones will be grown in Pro-mix-filled peat cups in a humidity dome and with heat mats.

## Growing Method

Plants will be grown using the Scrog method (Screen of Green). Plants will be trained (via topping and low stress training techniques) to grow in a bushy manner, with multiple colas at an even height. This training results in plants that are shorter, but with denser growth. Plants will be less than six feet in height, but the density of thick colas created by the cutting of the apical stem will allow the plants to reach their maximum indoor production potential.

## Sustainability

Green Thumb Growers' HVAC system will utilize an AHU with a heat recovery wheel to maximize efficient dehumidification of the growing rooms. This system allows for possible future upgrades from an air-cooled chiller to a maglev chiller that can be cooled with river water from Beaver Brook, which runs adjacent to the facility.

Water produced from the dehumidifiers and air conditioners can be reused, allowing a majority of the water that the plants require to come from recycled sources. Watering will be done using blumat technology, which keeps the soil at a consistent moisture so that no runoff water is produced.

General efficiency and sustainability will be constantly reassessed and improved by increasing the weight of marijuana flowers harvested per light. This is expected to increase over time due to the large amount of data we can collect from thousands of plants and due to experimentation with different growing procedures that we can perform with a large scale setup.

For future efficiency measures, Green Thumb Growers aims to install solar panels on the roof of the building to supplement our electricity usage. Solar panels on the roof of the building have the potential to produce up to 500 kWh per day, which would account for an estimated 16% of the facility's electrical consumption, thereby reducing our carbon footprint and cutting down our energy cost. Green Thumb Growers is also exploring the possibility of cogenerating electricity using natural gas, or utilizing the dam immediately adjacent to the building for hydropower in order to have a net positive production of electricity.

# Company Overview

## Overview

Green Thumb Growers, LLC, is a Limited Liability Corporation owned by managers Alexander Bailey, Simone Bailey, Anjali Saini, Riju Saini, and John Cresap. Green Thumb Growers, LLC is a partnership, with all positions in the company defined in the Operating Agreement. The Operating Agreement for Green Thumb Growers, LLC specifies those members who own equity in the company. Ownership stake not exceeding 8% of the company is still available for purchase in order to raise funding.

## Team

**Chief Executive Officer:** Alex Bailey is the chief executive officer and head cultivator, and he is currently overseeing the licensing process and the planning of management operations. Alex is your main contact for any inquiries about investing in Green Thumb Growers, or any general questions.

**Email:** [alex.bailey@green-thumb-growers.com](mailto:alex.bailey@green-thumb-growers.com)

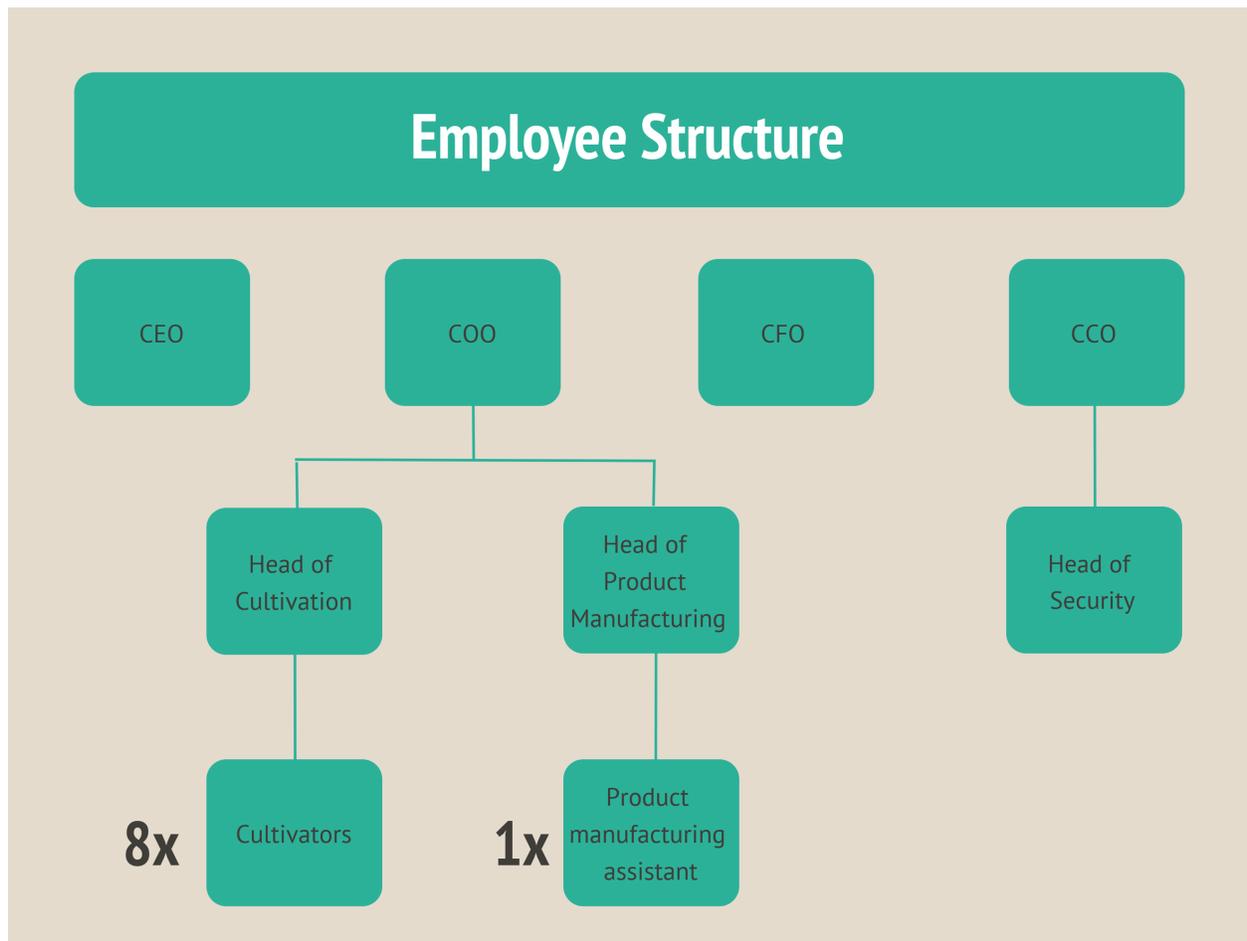
**Chief Operations Officer:** Riju Saini is the chief operations officer and head of product manufacturing. Dr. Saini has a PHD in chemical engineering and works in industrial design. Please email [info@green-thumb-growers.com](mailto:info@green-thumb-growers.com) and specify that you would like to reach Dr. Saini if you would like to get in contact with him.

**Chief Financial Officer:** Anjali Saini is the chief financial officer. Please email [info@green-thumb-growers.com](mailto:info@green-thumb-growers.com) and specify that you would like to reach Mrs. Saini if you would like to get in contact with him.

**Chief Compliance Officer:** John Cresap is the chief compliance officer and Head of Security. If you have any questions regarding security, hiring, or compliance, please email [info@green-thumb-growers.com](mailto:info@green-thumb-growers.com) with your questions or a request for Mr. Cresap's contact information, and he will reach out to you personally.

**Cultivators:** Alex Bailey is leading the cultivation team, which consists of Simone Bailey, Hannah Helfner, and Anjali Saini. Five additional cultivators will be hired as we are able to propagate plants and begin to fill up our growing rooms. Please email Alex with any questions about our cultivation facility, procedures, and product goals. Also feel free to email Alex or [info@green-thumb-growers.com](mailto:info@green-thumb-growers.com) if you wish to contact any of our other cultivators.

The structure of the company is shown below. CEO Alexander Bailey intends to remain Head of Cultivation indefinitely, and COO Riju Saini intends to remain Head of Product Manufacturing indefinitely. CFO Anjali Saini will also be working as a cultivator. CCO John Cresap is anticipating that another employee may be required to take his additional role as Head of Security once he has finished overseeing start-up operations and has established all of the role's requirements. With three executives maintaining daily employee roles in the company, we require a resulting thirteen full-time employees. Six roles are already filled, as Simone Bailey and Hannah Helfner will both be employed as cultivators.



# Financials

## Operating Expense and Revenue Breakdown

Green Thumb Growers, LLC	Year 1			Year 2			Year 3		
	Expected	Optimistic	Pessimistic	Expected	Optimistic	Pessimistic	Expected	Optimistic	Pessimistic
<b>Assumptions</b>									
Flowering Canopy Sqft	3264	3584	2880	3264	3584	2880	3264	3584	2880
Pounds of Cured Flower Per Sqft	0.158	0.211	0.123	0.158	0.211	0.123	0.158	0.211	0.123
Pounds of Trim/Shake Per Sqft	0.01129	0.015071	0.008786	0.0113	0.015071	0.008786	0.0113	0.015071	0.008786
Number of Harvests Per Sqft Per Year	3	4	2	6	6	6	6	6	6
Price Per Pound of Cured Flower	3600	4000	2800	3400	3800	2700	3200	3600	2600
Price Per Pound of Trim/Shake	1400	2000	1000	1400	2000	1000	1200	1800	800
<b>Revenue</b>									
Flower	5569690	12099584	1983744	1E+07	17241907	5738688	1E+07	16334438	5526144
Trim/Shake	154714	302489.6	70848	309427	453734.4	212544	309427	453734.4	212544
Total Gross Revenue	5724403	12402074	2054592	1E+07	17695642	5951232	1E+07	16788173	5738688
<b>Operating Costs</b>									
<b>Personnel Plan</b>									
# Executives	4	4	4	4	4	4	4	4	4
Average Executive Salary	70000	70000	70000	70000	70000	70000	70000	70000	70000
# Cultivator Personnel	7	5	9	7	5	9	7	5	9
Average Cultivator Salary	55000	55000	55000	55000	55000	55000	55000	55000	55000
# Security Personnel	1	1	1	1	1	1	1	1	1
Average Security Salary	50000	50000	50000	50000	50000	50000	50000	50000	50000
Total Personnel Pay	715000	605000	825000	715000	605000	825000	715000	605000	825000
<b>Utilities</b>									
Electric + Gas	110000	80000	200000	157680	110000	200000	157680	110000	200000
Water + Sewer	820	680	1120	960	720	1200	960	720	1200
Internet + Phone	1548	828	2988	1548	828	2988	1548	828	2988
Total Utilities	112368	81508	204108	160188	111548	204188	160188	111548	204188
<b>Other</b>									
Insurance	40000	12000	10000	40000	12000	10000	40000	12000	10000
Tracking Software	2000	0	5000	2000	0	5000	2000	0	5000
Security Monitoring	12000	0	16000	12000	0	16000	12000	0	16000
Transport Vehicle Lease	6000	4000	12000	6000	4000	12000	6000	4000	12000
Licensing Fees	2500	2500	2500	2500	2500	2500	2500	2500	2500
Soil/Nutrients/Amendments	150000	90000	250000	380000	200000	450000	380000	200000	450000
Total Other	212500	108500	295500	442500	218500	495500	442500	218500	495500
<b>Profit</b>									
Total Cost	1039868	795008	1324608	1E+06	935048	1524688	1E+06	935048	1524688
Amortized Capital Costs	526965	350235	729984	149975	97575	335496	649975	601575	756075
Total Profit	4157570	11256831	0	9E+06	16663019	4091048	8E+06	15251550	3457925
<b>Taxes</b>									
Dracut Tax	124727	337704.9	0	280869	499890.6	122731.4	247303	457546.5	103737.8
MA State Tax	706787	1913661	0	2E+06	2832713	695478.2	1E+06	2592763	587847.3
Total Taxes	831514	2251366	0	2E+06	3332604	818209.6	2E+06	3050310	691585
<b>Net Income</b>									
	3326056	9005464	0	7E+06	13330415	3272838	7E+06	12201240	2766340
<b>Capital Costs</b>									
Grow Lights (140 DEHPS,24MH,12T5)	50000	45000	60000	15000	10000	25000	15000	10000	25000
Construction Cost	40000	30000	60000	20000	5000	60000	20000	5000	60000
Building Cost	60000	60000	60000	60000	60000	60000	569000	569000	569000
HVAC	94000	41150	145100	6000	2000	18000	6000	2000	18000
Annual Equipment	15000	8000	25000	15000	8000	25000	15000	8000	25000
Long-term Equipment (Tables, shelves, mac	80000	50000	120000	15000	5000	25000	6000	0	20000
Computers and Data Storage	2000	1200	5000	400	0	1500	400	0	1500
License Application/Annual Fees	1575	1575	1575	1575	1575	1575	1575	1575	1575
Electrical Equipment + Work	70000	25000	150000	6000	2000	18000	6000	2000	18000
Plumbing Equipment + Work	10000	5000	20000	1000	0	2000	1000	0	2000
MEP Plans	34130	34130	34130						
Architectural and Structural Services	10260	9180	12600						
Security & Sprinkler (equipment incl.)	60000	40000	120000	10000	4000	16000	10000	4000	16000
<b>Total Capital Costs</b>	<b>526965</b>	<b>350235</b>	<b>813405</b>	<b>149975</b>	<b>97575</b>	<b>252075</b>	<b>649975</b>	<b>601575</b>	<b>756075</b>

Profit & Loss

Green Thumb Growers, LLC	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	5724403.2	10829952	10211098	9901670.4	9592243.2
Cost of Goods Sold	325820	568640	568640	568640	568640
Gross Profit	5398583.2	10261312	9642457.6	9333030.4	9023603.2
% of Revenue	0.9430823	0.9474938	0.9443116	0.9425713	0.9407188
SG&A Expenses					
Initial and General Costs	526965	149975	649975	80975	80975
Operating Expenses	324868	602688	602688	602688	602688
Total Salaries and Benefits	715000	715000	715000	715000	715000
Total Operating Expense	1566833	1467663	1967663	1398663	1398663
Operating Income (EBITDA)	3831750.2	8793649	7674794.6	7934367.4	7624940.2
% of Revenue	0.6693711	0.8119749	0.7516131	0.801316	0.7949069
Depreciation and Amortization	7738.4615	7738.4615	22328.205	22328.205	22328.205
Earnings Before Interest & Taxes (EBIT)	3824011.7	8785910.5	7652466.4	7912039.2	7602612
Interest Expense	0	0	0	0	0
Earnings Before Taxes (EBT)	3824011.7	8785910.5	7652466.4	7912039.2	7602612
MA Tax	973148.54	1841091.8	1735886.6	1683284	1630681.3
Dracut Tax	171732.1	324898.56	306332.93	297050.11	287767.3
Net Income	2679131.1	6619920.1	5610246.9	5931705.1	5684163.4
% of Revenue	0.4680193	0.6112603	0.5494264	0.5990611	0.5925792

## Cash Flow

Green Thumb Growers, LLC	Year 1	Year 2	Year 3	Year 4	Year 5
Net Income	2679131.1	6619920.1	5610246.9	5931705.1	5684163.4
<b>Cash Flow From Operations</b>					
Depreciation	7738.4615	7738.4615	22328.205	22328.205	22328.205
Change in Accounts Receivable	-238516.8	-451248	-425462.4	-412569.6	-399676.8
Change in Inventory	0	0	0	0	0
Change in Accounts Payable	0	0	0	0	0
<b>Total Cash Flow from Operations</b>	<b>2448352.8</b>	<b>6176410.6</b>	<b>5207112.7</b>	<b>5541463.7</b>	<b>5306814.8</b>
<b>Cash Flow From Investing</b>					
Capital Expenditures (CAPX)	-526965	-149975	-649975	-80975	-80975
Other	0	0	0	0	0
<b>Total Cash Flow From Investing</b>	<b>-526965</b>	<b>-149975</b>	<b>-649975</b>	<b>-80975</b>	<b>-80975</b>
<b>Cash Flow From Financing</b>					
Long Term Debt Issuance/(Repayment)	500000	-575000	0	0	0
Paid in Capital	0	0	0	0	0
Drawings (Profit Share)	0	1000000	1000000	1000000	1000000
<b>Total cash Flow From Financing</b>	<b>500000</b>	<b>-1575000</b>	<b>-1000000</b>	<b>-1000000</b>	<b>-1000000</b>
<b>Total Change in Cash</b>	<b>2421387.8</b>	<b>4451435.6</b>	<b>3557137.7</b>	<b>4460488.7</b>	<b>4225839.8</b>
<b>Beginning Period Cash</b>	<b>35000</b>	<b>2456387.8</b>	<b>6907823.4</b>	<b>10464961</b>	<b>14925450</b>
<b>Ending Period Cash</b>	<b>2456387.8</b>	<b>6907823.4</b>	<b>10464961</b>	<b>14925450</b>	<b>19151290</b>

## Balance Sheet

Green Thumb Growers, LLC	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Assets</b>					
Current Assets					
Cash	2456387.8	6907823.4	10464961	14925450	19151290
Receivables	238516.8	451248	425462.4	412569.6	399676.8
Inventory	0	0	0	0	0
Total Current Assets	2694904.6	7359071.4	10890423	15338019	19550966
Long Term Assets					
Property Plant & Equipment (PPE)	526965	676940	1326915	1407890	1488865
Accumulated Depreciation of PPE	-7738.462	-15476.92	-37805.13	-60133.33	-82461.54
PPE net	519226.54	661463.08	1289109.9	1347756.7	1406403.5
Total Assets	3214131.1	8020534.4	12179533	16685776	20957370
<b>Liabilities</b>					
Current Liabilities					
Accounts Payable	0	0	0	0	0
Accrued Expenses	0	0	0	0	0
Total Current Liabilities	0	0	0	0	0
Long Term Liabilities	500000	-575000	0	0	0
Total Liabilities	500000	-575000	0	0	0
<b>Equity</b>					
Paid-in Capital/Drawings	0	-1000000	-1000000	-1000000	-1000000
Retained Earnings	2714131.1	8595534.4	12179533	16685776	20957370
Total Equity	2714131.1	9595534.4	13179533	17685776	21957370
Total Liabilities and Equity	3214131.1	9020534.4	13179533	17685776	21957370

# Progress and Company History

## ***Company Formation and Location***

Green Thumb Growers was created by siblings Alex and Simone Bailey on June 25<sup>th</sup>, 2019. Within a matter of weeks, the team grew to include the other three current owners of Green Thumb Growers: Riju Saini, Anjali Saini, and John Cresap. Our team found an ideal location for our cultivation facility in July, and signed a Host Community Agreement (required by Massachusetts Law for any cannabis business to submit a license application) with the Town of Dracut on August 13<sup>th</sup>, 2019.

Green Thumb Growers completed their license application and Community Outreach Meeting (required by Massachusetts Law for any cannabis business to submit a license application) in October of 2019. The final step before being able to submit the application was to have guaranteed interest in the property, so Green Thumb Growers began leasing their cultivation facility in November of 2019.

## ***CCC License Application***

Green Thumb Growers submitted their license application in November of 2019, once the lease was signed for their facility. After receiving and responding to two requests for information from the CCC, Green Thumb Growers received notice that the CCC had officially deemed the application complete on February 12, 2020. This means that Cannabis Control Commission will review Green Thumb Growers for a provisional license in an open meeting within 90 days of us receiving all local approvals. Local approvals include special permits from the Dracut Planning Board and Dracut Board of Selectmen. These meetings, originally scheduled for March, were postponed to May 13<sup>th</sup> and May 26<sup>th</sup> 2020 due to the outbreak of COVID-19. Green Thumb Growers was approved for both special permits, and aim to obtain a provisional license following these approvals.

## ***Engineering Plans***

Green Thumb Growers selected an architect and engineers for the facility's architectural and plans, and began work in March 2020. The facility's existing conditions, floorplan, construction materials, and HVAC system have all been determined. Energy efficiency incentives are currently being discussed with representatives from National Grid, and all final stamped plans are anticipated to be completed in June 2020.

## Timeline for Future Plans

### ***Facility Renovations and Utility Upgrades***

With positive feedback from Dracut town staff, Green Thumb Growers is moving forward with planning for renovations. Early-stage renovations such as the framing of new walls and improvements to flooring in some rooms will begin as soon as the Dracut building inspector grants our contractor Eagle Enterprises Inc. a building permit. This is estimated to occur in early May 2020. Following approvals for special permits from the Dracut Planning Board and Dracut Board of Selectmen, as well as completion of MEP plans, electrical and HVAC contractors will be selected and commence work. This step is anticipated to begin in early June 2020. Eagle Enterprises Inc. will work in tandem with the electrical and HVAC contractors to see that all steps of the renovation are completed in the appropriate sequence. Green Thumb Growers currently aims to have all renovations completed before August of 2020, including the installation of security and growing equipment.

### ***CCC Licensing***

Following the receipt of Special Permits from the Dracut Planning Board and the Dracut Board of Selectmen, the Massachusetts Cannabis Control Commission will review Green Thumb Growers for a provisional license in an open meeting within 90 days. This means Green Thumb Growers expects to be officially awarded a provisional license from the CCC at a time between June-August 2020.

Once all facility renovations are complete, Green Thumb Growers will invite the CCC for an inspection. If Green Thumb Growers passes inspection, a final license will be awarded, and Green Thumb Growers may begin to legally grow cannabis within the facility. The CCC will return at a later date to inspect how we operate with cannabis regarding procedures and tracking, and the passing of that inspection will result in Green Thumb Growers officially being able to "Commence Operations", which means that we may sell our products to licensed cannabis businesses in Massachusetts. Green Thumb Growers anticipates that we will have a final license in August 2020, and will be granted the ability to commence operations before we have finished product to sell. This results in first sales in December of 2020.

### ***Product Manufacturing***

Green Thumb Growers has already begun planning for product manufacturing. Our license type allows product manufacturing, we simply need to build the infrastructure in the basement

of our facility for ethanol extraction and a commercial kitchen. The planning for these additional renovations is scheduled to begin as soon as the CCC awards us a final license for Tier 1 cultivation, estimated to occur in August of 2020.

# Risks and Mitigation Strategy

## COVID-19 Comments

COVID-19 has impacted the Massachusetts cannabis industry, as it has caused the shutdown of adult-use retail stores. However, given the low supply of adult-use cannabis, Green Thumb Growers estimates that even an additional six months of adult-use retail shutdown would not result in a significant oversupply. The state of the Massachusetts adult-use cannabis industry prior to the COVID-19 outbreak was such that retail stores often had to limit customer access to 1/8-1/4 of the legal amount to purchase in a single transaction. The number of retail stores has been increasing faster than the number of cultivators, so Green Thumb Growers estimates that any foreseeable backlog of product will still not meet the demand of cannabis in Massachusetts for more than 2-3 months.

In addition to the lack of concern regarding a backlog, Green Thumb Growers' semi-exclusive potential to provide delivery directly to customers provides a niche market that will certainly have a very high demand. Even if adult-use stores are closed due to COVID-19 when Green Thumb Growers produces its first crop of finished product, in that case delivery has the potential to enable Green Thumb Growers to be one of the sole suppliers of adult-use cannabis in all of Massachusetts.

## Emergency Scenarios

### ***Fire Emergency***

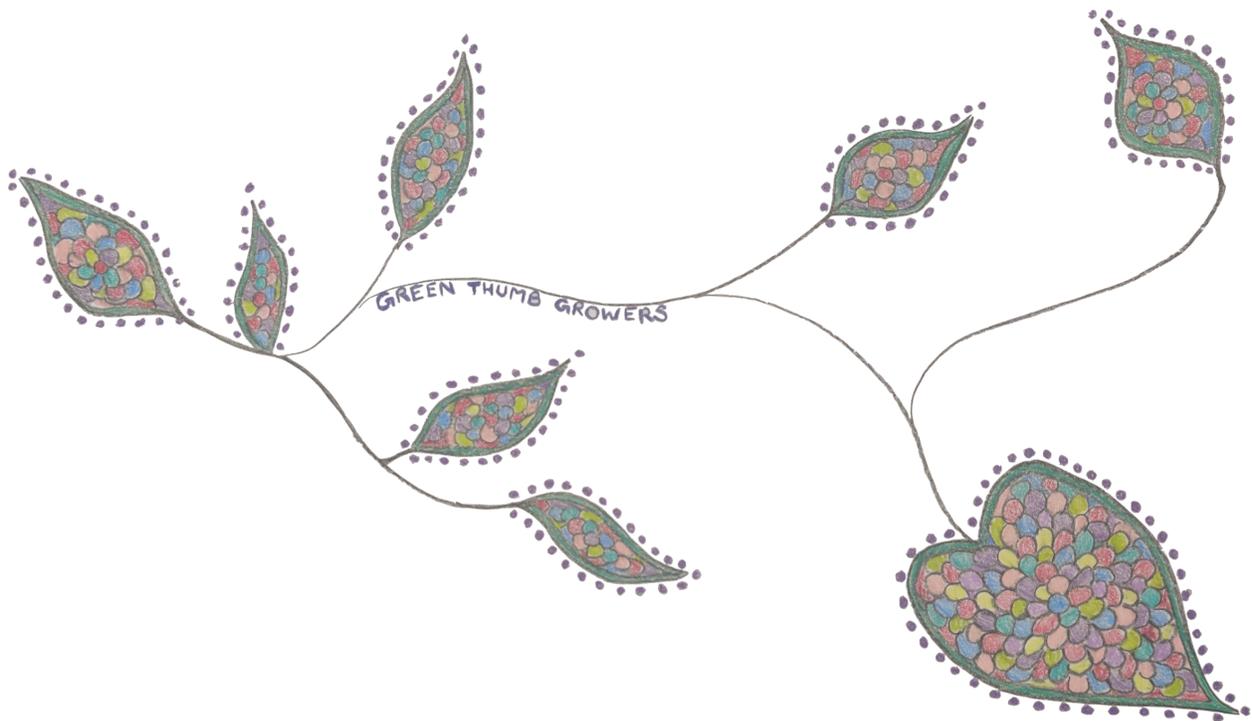
Green Thumb Growers' seeks every precaution to prevent fires from breaking out in our cultivation facility. All employees and management are required to attend fire prevention training, and management is encouraged to attend trainings frequently and pursue a deep understanding of how hazards might arise and how to prevent them. CCO John Cresap will be filing frequent security reports analyzing the state of our security as well as our fire prevention techniques. In the case that a fire does occur in the cultivation facility, Green Thumb Growers' response would vary depending on the damage caused by the fire. If the building were irreparably damaged, then Green Thumb Growers would attempt to relocate. If repair was affordable by Green Thumb Growers' funds, or from the sale of ownership equity, then the response would be the same to that of flooding, where repairs would be implemented immediately. Please see the security plan for additional details.

## ***Robbery and Theft***

Green Thumb Growers has security procedures and will have an extensive security system in order to prevent robbery of the facility. A central aspect of Green Thumb Growers' robbery prevention is our Crime Prevention Through Environmental Design (CPTED). The facility's outward appearance will be well-kempt, and will show no indication of being an indoor cannabis growing facility. The address of the facility will not be readily publicized on the internet or by other means.

The Green Thumb Growers facility will have more than fifty security cameras, locks on all outside doors, and keycard/fingerprint access for internal doors. Additionally, the facility will have two distinct alarm systems and a panic alarm to notify local authorities of an emergency situation.

Green Thumb Growers' product will also be insured, for the case that a robbery or theft still occurs despite the extensive security precautions.



# Restricting Access to Age 21 and Older

## Employees

No person may be hired as an employee who is less than 21 years of age. Nor shall any person be recruited, promised employment, or have any contact in regards to potential employment if that person is less than 21 years of age.

## Non-Employees

All contractors, registered local agents, and visitors must show identification proving that they are older than 21 years of age before entering the premises.

## Other

No person less than 21 years of age is allowed on the premises under any circumstances. In the case that a person less than 21 years of age enters the premises by fault of security, breaking and entering, or other means, the incident shall be recorded in the security log, a formal report must be filed, and the incident must be reported to local authorities and the Massachusetts Cannabis Control Commission.

# Quality Control and Testing

## Overview

Quality control and testing has a role to play at every stage of the cultivation and production processes from seed (or clone) to sale. High quality marijuana starts from propagation. Every single interaction with the plants will be optimized in order to ensure the highest quality product, such as feeding and watering methods, temperature, humidity, air flow, carbon dioxide supplementation, training techniques, light, and much more. The same is true for every step of our product manufacturing methods. These procedures are discussed in the documents regarding cultivation procedures and product manufacturing procedures respectively, however, the refinement and optimization of these procedures will occur through our methods of data collection and analysis. This document will cover quality requirements for products, sanitation requirements, integrated pest management, data collection, and third party laboratory testing.

## Product Quality

Products will consist only of cured marijuana flowers and THC gummies. Marijuana flowers will be thoroughly dried and cured for an estimated 6 weeks, until they are cleared to meet Green Thumb Growers' quality standard by manual inspection from the head cultivator. Buds that have been inspected and determined to be well-cured will go through their final stage of trimming in the trimming room. Buds will only be trimmed at the same time as other buds in their testing batch, just as have they have been cured within their testing batches and dried in locations with distances between testing batches. Trimming is completed over food-grade stainless steel tables, and all trimming occurs in the trimming room, which is an Access Level 1 area. As the flowers are trimmed, trimmers are required to inspect each bud and ascertain that the following is true for each individual bud:

- Each flower has been well cured
  - Each flower is generally free of seeds and stems
  - Each flower is free of dirt, sand, debris, and other foreign matter
  - Each flower is free of contamination by mold, rot, other fungus, and bacterial diseases
- All flowers that meet the requirements listed above will be placed in an air-tight storage container, which must be placed in the safe within the vault immediately after the flowers have been trimmed and the weight of the product has been recorded. If any flowers do not meet the standards above, then they will be set aside in a separate, clearly-labeled container, which will be weighed and recorded after all flowers have been trimmed, and will be stored in the lock box within the vault which is designated for marijuana and marijuana products that will be disposed since they are not cleared for sale.

After the containers have been stored in the vault, the trimming room must be cleaned thoroughly such that all plant waste has been taken out of the room according to waste procedures, and the room has been declared properly sanitized by the head cultivator. At this time, the containers that had been stored in the safe in the vault may be brought back onto the food-grade stainless steel tables, where flowers will be weighed and packaged in vacuum-sealed bags. This second packaging step is vital in the quality assurance process, for each flower must be re-inspected, a small amount of further trimming is allowed as necessary, and flowers which do not meet Green Thumb Growers standard but may have slimmed through the first trimming stage, will be stored in a container which will be added to the locked box in the vault designating the marijuana for disposal.

The manufacturing process for THC gummies will take place in the product manufacturing room, which will have a large food-grade stainless steel table. All ingredients will be carefully handled only by employees certified by Green Thumb Growers as product manufacturers, and all handling of food products requires the use of kitchen gloves and coveralls. Immediately after gummies are prepared, they will be placed in a secure refrigerator within the product manufacturing room. Once all procedures regarding gummy production are completed, the product manufacturing room must be thoroughly sanitized. If the head of product manufacturing determines the product manufacturing room to be thoroughly cleaned and sanitized, and the head of manufacturing determines that all refrigerated gummies have been given sufficient time to set, then packaging will take place within the product manufacturing room following the same cleanliness guidelines required during the preparation of the gummies. Once all gummies have been packaged and properly recorded in Metrc, then they may be moved to the secure refrigerator located within the vault.

### Sanitation

Green Thumb Growers will have a dedicated clean room which must be entered in order to access any part of the facility that has direct access/contact with marijuana and the manufacturing of marijuana products. The facility is designed to funnel employees through the clean room before working with plants and/or products. The clean room will have a sink, where employees are required to wash their hands before continuing into the facility. A sink will also be located in the product manufacturing room, and a sink will be located in the trimming room. The two front restrooms for use of employees and visitors also contain sinks. This amounts to a total of five hand-washing facilities, three of which are directly for the purpose of enhancing sanitary practices around plants and marijuana products, while the restroom sinks are for standard personal hygiene. Employees are also required to wear coveralls, which can be put on over the employees' normal clothing. Coveralls will be reusable, and will be washed and dried at the end of each workday with a dual washer/dryer located in the sanitation room. Each employee will have 2 sets of coveralls, and Green Thumb Growers will also provide each employee with UV-protective sunglasses. Extra sets of coveralls and protective glasses will be kept in case a visitor is required to tour the growing area or product manufacturing area. It is required that employees working in areas with seeds, seedlings, cannabis plants, marijuana,

and/or marijuana products must maintain adequate personal cleanliness and wash hands according to the hand-washing procedure detailed in SOP 1.1.

All employees whose job requires them to be in contact with marijuana or marijuana products are subject to the requirements for food handlers specified in 105 CMR 300.00. If an employee suspects that he or she may be on the verge of illness or already suffering from illness, then he or she may not work in contact with marijuana or marijuana products until fully healed for an extended period of time such that there is not concern of the employee being contagious. Any concern that illness, disease, or any ailment may be caused by Green Thumb Growers' marijuana, marijuana products, or working environment must be reported to the department of health immediately, followed by the notification of local health officials. Immediate action is required, but under no circumstances may 24 hours elapse before notification is given to both the Department of Health and local health officials.

All rooms within the building will be constructed with hard, continuous, non-porous surfaces so that all surfaces can be easily cleaned. Floors, walls, and ceilings will be made waterproof using waterproof paint so that maintaining a clean environment will not be detrimental to the building in any way.

All toxic items are recommended to be avoided wherever necessary, in order to eliminate any possibility of contaminating marijuana with the toxic item. In the case that a toxic item is necessary to be held within the premises such as certain cleaning products, then the item must not be used in an area that will contain marijuana and it must be stored with care so that it is not immediately adjacent to items that interact directly with the marijuana. Additionally, gloves and coveralls that are used around toxic items must be replaced before working around marijuana.

Sanitation policies and procedures are outlined for the regular maintenance of the facility and for preparation and clean-up of all tasks. These procedures will ensure that employees check for a high quality of cleanliness both before and after any procedure involving plants, marijuana flowers, or marijuana products. These policies involving the "book-ending" of any work with cleaning procedures provides a fail-safe so that mistakes are caught before our products suffer any consequences and so that employees can hold each other to a high standard of work. This policy will ensure that all contact surfaces will be frequently cleaned and sanitized to protect against contamination so long as they are regularly used. Furthermore, all contact surfaces must be maintained, cleaned, and sanitized at least once a week, even if it is not in regular use.

## Storage

The main storage closet for the placement of equipment and storage of materials necessary for

the maintenance of sanitary operations is the supply closet located between the bay connector and the flowering room on the West side of the building. This main supply closet is nearly 40 square feet, and it will contain all general cleaning items that could be required in any of the limited access areas. This supply closet will also contain all cleaning materials and equipment for the vegetative and flowering rooms, since most cleaning items will not be stored within rooms with plants. Bulky general storage for these rooms will be located in an area at the end of the bay, which will be a safe distance from the waste area with a locked, physical barrier. Additional storage for general cleaning items will be available if necessary within cupboards in the clean room.

Cleaning equipment and materials that are specific to only the trimming room, drying room, curing room, and vault, will be contained within cupboards in the trimming room. General cleaning equipment and materials may also be stored in the trimming room cupboards if it safely increases convenience and productivity.

Cleaning equipment and materials that are specific only to the product manufacturing room will be contained within cupboards in the product manufacturing room. Again, general cleaning equipment and materials may also be stored in the product manufacturing room cupboards if it safely increases convenience and productivity.

## Waste Management

Green Thumb Growers will compost all cannabis waste. Cannabis waste includes all organic material that originated from a cannabis plant. This includes seeds, stems, roots, fan leaves, and all other plant material regardless of whether there is any cannabinoid or terpene content associated with the material. Cannabis waste is required to be rendered unrecognizable by mixing it with other materials before it may be disposed of. In order to compost the unrecognizable cannabis waste, Green Thumb Growers will be shredding cannabis waste in our designated waste area towards the back of the loading bay, and in the same area mixing the cannabis waste with all used Pro-mix that cannot be reused, and any other compostable organic materials that may need to be disposed of. Pro-mix is made from sphagnum peat moss, horticultural-grade perlite, dolomitic and calcitic limestone, and mycorrhizae, and is used as Green Thumb Growers' hydroponic growing medium for all plants in both the vegetative and flowering stages.

Green Thumb Growers will be color-coding our waste bins, so that black bins are for trash waste which will be taken to a landfill, green bins are for recycling which will be taken to a recycling center, and blue bins are for cannabis waste, which will be taken to a compost facility after the cannabis waste has been rendered unrecognizable through its shredding and mixing with other compostable materials (mostly Pro-mix). Additionally, yellow bins will be used for the temporary storage of cannabis plant material waste before it is shredded with other organic material in the waste area at the back of the loading bay. Once plant material is rendered

unrecognizable, it will be added to the blue bins. Please see SOP 2.1 for more details.

All waste from within the building must be moved out to the waste area in the back of the loading bay each day. General waste and recycling must not stay within the building (besides in the waste area) for more than 24 hours. Additionally, waste must be disposed of every week from the waste area by transport to a landfill/recycling center/compost center depending on the type of waste, and each type of waste is recommended to be disposed of 2-3 times a week. If a strong odor is emitted from a waste bin containing any category of waste, or a bin or its contents give any suspicion that its presence could aid in the harboring of pests or other detriments, then all waste must be transported and disposed of immediately. Waste, and any other materials or products, cannot be transported if marijuana or marijuana products are contained within the van or are being loaded into the van.

### Pest Control

Integrated pest management will be used at Green Thumb Growers, which focuses on preventative measures, vigilant monitoring practices, knowledgeable cultivators, and methods of intervention that do not involve pesticides. Pesticides may not be used since no pesticides are currently permitted for the cultivation of marijuana.

Green Thumb Growers seeks to hire knowledgeable staff, who are familiar with horticultural and agricultural pursuits, and already have the requisite experience to identify pests and be suspicious of their existence before they become a serious problem. Marijuana comes with its own particular pests that experienced growers are better suited to deal with, even compared to agriculturists of different backgrounds, which is why we hope to be able to hire social equity applicants looking to enter the business as cultivators. Even the most seasoned veteran grower has more to learn, and the management of Green Thumb Growers places the highest value on education. We will be facilitating the spread of knowledge about plants via accessibility to formal classes, holding educated discussions, and promoting curiosity within our staff. One large aspect of marijuana knowledge is knowledge of pests, and we hope to control the pest population by educating our cultivators on how to recognize warning signs. The Green Thumb Growers facility will have bookshelves in the offices with a plethora of books on plants and the cultivation of marijuana, including books about different types of pests. Green Thumb Growers will also have an array of microscopes and jeweler's loupes so that cultivators can inspect the plants at every feasible magnification.

Preventative measures are Green Thumb Growers' greatest assets for pest control, and procedures are in place thanks to our sanitation requirements and closed growing environment. Sanitation requirements are discussed in the previous section, and these standards for a sanitary work environment minimize the risk of pests being brought into any of our growing rooms, and prevent pest reproduction in our growing rooms. Requiring

employees to pass through the clean room, wear a clean uniform that does not leave the facility, and wash their hands can eliminate many potential pests. Additionally, the sanitation requirements within the growing environment prevent the reproduction of pests. Green Thumb Growers has high standards for cleanliness in a traditional sense, but we also know cannabis has unique requirements involving sanitation. Keeping growing areas clear of plant waste, such as composting dead leaves and removing dying leaves from plants immediately, is an important aspect to pest management. Additionally, all waste bins will be kept in the loading bay, and wheeled in on dollies when needed, so that waste is kept away from the growing area. A clean growing environment also consists of increasing air circulation to balance out higher humidity and temperatures are vital to a clean growing area. High humidity can help facilitate the dilation of the plants' stomata, which is increasingly important as the proportion of carbon dioxide increases in the growing room, but Green Thumb Growers will err on the safer side of humidity and temperature, as specified in the cultivation procedures, in order to prevent pest reproduction and the growth of fungi like powdery mildew. Green Thumb Growers will use rotating fans, not just for sturdy stalks, but also to increase air circulation for mold and insect prevention. Pests are also prevented from entering thanks to our facility's design: each growing room is its own closed growing environment, so air does not have to be pulled in from outside the room. The air must be well circulated in each growing room, and so as the air is conditioned by the room's air conditioning unit, it will pass by a UV light designed to kill microbes.

Monitoring our plants is an important part of pest management, and at Green Thumb Growers, we require our cultivators to provide the plants with careful attention. Hand watering of all plants is required for at least the first year of operations, in order to promote the careful watching of each and every plant. As mentioned earlier, we will provide jeweler's loups and microscopes at a wide array of magnifications, which cultivators can use regularly to get to know the plants even better. Viewing anything, particularly plants, at 100x magnification is endless fun, and careful monitoring all the way down to the cellular level is a great way to keep a close eye on all of the plants. Although pests are rarely so small that 60x magnification is not sufficient, having the patience and care to sit with the plants for extended periods and stare with fascination at their cell walls will make sure that our cultivators notice pests of every size. Spreading that curiosity and wonder throughout our staff is the best way prevent problems with pests, and the best way to grow vigorous cannabis in general. Sticky traps and other tools to attract pests away from the plants will also be used in order to gauge whether a pest population is forming. These tools will be used regularly for monitoring purposes as well.

In the case that pest populations do begin to grow, Green Thumb Growers will introduce predatory insects, such as lady bugs, in order keep down the pest population. Lady bugs do not eat or harm the cannabis plants in any way, and they are highly effective at eating mites and other pests. If problems with pests or mold grow out of hand, then affected plants will have to be quarantined and likely destroyed in order to mitigate damage.

## Environmental Control

Green Thumb Growers' flowering rooms and vegetation room are each their own closed growing environment. Using a closed growing environment allows us to control every factor of the grow environment with precision, such as carbon dioxide concentration in the air, temperature, and humidity, in order to grow high quality buds with a predictable product. Most importantly, a closed growing environment allows us to control what comes into the grow room. All air cycled through the room will pass at a controlled speed by a UV light designed to kill microbes. A closed growing environment will also help to prevent pests. Green Thumb Growers does not use pesticides, in compliance with the requirements of the Massachusetts Cannabis Control Commission. Green Thumb Growers' closed growing environment will keep pests out of the grow rooms and prevent fungus and bacteria from growing on the plants, minimizing the number of cannabis batches that fail third party testing.

## Data Collection

At Green Thumb Growers, we hold ourselves to the highest standards of quality cannabis, and we will be constantly analyzing and re-assessing our procedures in order to improve the aesthetic, odor, cleanliness, and health benefits of our cannabis. Rigorous data collection is the best way to stay observant and diligent during the cultivation process, and allows historical analysis for the improvement of cultivation procedures. Sufficient data collection will allow us to continually reproduce and improve our best crops, while also clearly highlighting any mistakes that may lead to low-quality cannabis, which can be accounted for in the improvement and specificity of future operating procedures.

Data collection at Green Thumb Growers will include basic growing parameters such as strain, nutrient quantities, watering frequency, temperature, humidity, and carbon dioxide levels. Data collection will be extended as feasible into parameters such as plant height, distance from lights, stress training, and even variables such as whether visitors or new employees entered the flowering room. Outputs will be results such as microbe test results, heavy metal test results, yield, and qualities such as smell or appearance.

Requiring cultivators to record details and statistics during their operating procedures will promote diligence and observant behavior, which will promote production geared toward a standard predictable quality product. Additionally, over time, collection of sufficient historical data can provide perspective to management and cultivators alike about what factors can be attributed to making a quality product, and modern

techniques such as machine learning can be utilized to highlight important variables and possibly predict results of potential procedure optimizations.

### Third Party Laboratory Testing

Green Thumb Growers will submit a sample from each batch for testing by a third party cannabis-testing laboratory. A third party testing laboratory will be paid to test for a cannabinoid profile, a terpene profile, and confirmation that the sample does not contain microbial contamination, heavy metals, or pesticides. A batch submitted for testing is defined by the time of harvest, the area the plants were grown in, and the genetics of the plants. All flowers in a batch must come from the same strain of plant as shown in Metrc, which means that all clones should be traced back to the same mother plant. All flowers in a batch must have been grown in the same room.

All cannabis testing will be compliant with Massachusetts regulations as defined by the CCC to make sure that Green Thumb Growers' product exceeds all quality requirements.

## SOP 1.1: Hand Washing

**Relevant Staff:** All Employees and visitors

**Last Edit:** 10/25/2019

**Purpose:** Official hand washing procedure to ensure that nobody enters a growing room with bacteria on their hands. Hand washing is required from all persons entering the back of the facility where all cannabis handling occurs.

**Procedure:**

1. Fill your nutrient mixing container with 0.2 Liters of water per clone.
2. Shake the container of Advanced Nutrients' Voodoo juice for 60-90 seconds until it has been mixed thoroughly.
3. Select an appropriate sized pipette so that you can add 0.5mL of Voodoo Juice per Liter of water in the nutrient mixing container.
4. Take off any jewelry.
5. Wet your hands with clean water.
6. Apply soap and lather your hands by rubbing them together for at least 20 seconds.
7. Make sure you also lather the back of the hands, between the fingers, and under the nails. Rinse well.
8. Dry with a clean towel or air dry.

## SOP 1.2: Sanitary Attire

**Relevant Staff:** All Employees and visitors

**Last Edit:** 10/25/2019

**Purpose:** All employees must wear their uniforms for sanitary purposes before entering the back of the facility, where cannabis plants and products reside.

**Procedure:**

1. All traffic to the growing areas, drying and curing area, and product manufacturing area must go through the clean room. Please do not try to use one of the other doors. If you notice one to be unlocked, please notify your supervisor immediately.
2. You will have a designated space on the hanging rack where your coveralls will be placed. Please put on your coveralls over your normal clothes and around your shoes.
3. You have a pair of UV-protective glasses designated for you. Please wear your own pair of UV-protective glasses.
4. Make sure to wash your hands according to SOP 1.1: Hand Washing every time you enter the Cannabis-containing back of the facility through the clean room. It is not sufficient to have recently washed your hands, you must wash them again in the clean room.
5. If you are entering the product manufacturing area or the drying and curing area (this includes when trimming), please put on disposable gloves immediately upon entering that area.
6. At the end of the work day, put your coveralls in the laundry machine. The laundry machine will be started by the last employee to leave the building each evening.

## SOP 2.1: Disposal of Plant Materials

**Relevant Staff:** All Employees and visitors

**Last Edit:** 10/25/2019

**Purpose:** How to dispose of plant waste or other compostable waste.

**Equipment required:** Blue bin, yellow bin, dolly, bin cap.

**Procedure:**

1. Locate another employee to aid in the disposal of plant materials. Disposal of plant materials requires at least two employees present.
2. Find an empty blue bin, and empty yellow bin, and a dolly in the waste area in the back of the loading bay.
3. Fill the yellow bin with plant waste. Fill the blue bin with Pro-mix waste, and any other compostable waste that you need to dispose of. Put a cap on each bin.
4. Bring both of the bins back to the waste area. First weigh all plant waste and use the iPad kept near the waste area to record the date, the type of cannabis material disposed of, the quantity, the manner of disposal, the location of disposal, and the two employees who handled the disposal process. After the entire procedure is complete, the two employees must sign and save the electronic record.
5. Shred the cannabis waste and mix it with Pro-mix so that it is no longer recognizable. If the product of the mixing is recognizable via sight or smell as cannabis material, then the process should be repeated with additional Pro-mix. New Pro-mix may need to be used if waste Pro-mix is not available. If your waste is all Pro-mix with no cannabis materials, then leave it in the blue bin as-is, so that it can be used to mix with plant waste later.
6. Make sure all bins have caps on them. Unlock the covered area within the waste area and place the bins inside. Then make sure to lock the covered area.
7. Both employees involved in the waste disposal process must sign the electronic document on the iPad, and submit, so that the record is saved.

## SOP 2.2: Trash and Recycling

**Relevant Staff:** All Employees and visitors

**Last Edit:** 10/25/2019

**Purpose:** How to dispose of trash or recycling waste in growing areas or the drying and curing area.

**Equipment required:** Black/green bin, dolly, bin cap.

### Procedure:

1. If you are not in a growing room or the drying and curing area, it is likely that the room already contains a small trash bin or recycling bin. Please look around before following this procedure.
2. Black bins are used for trash and green bins are used for recycling. Find the necessary colored bin and dolly in the waste area in the back of the loading bay. Choose a bin that is partially filled if available.
3. Bring the bin into the area where you need to dispose of waste.
4. Dispose of waste quickly and immediately cover the bin with the cap.
5. Bring the bin back to the waste area. If the bin is partially filled, please put it first in line. If it is entirely full, please put it against the opposite wall so that employees do not have to check it.
6. Make sure all bins have caps on them.

## SOP 2.3: Waste Removal from Facility

**Relevant Staff:** All Employees and visitors

**Last Edit:** 10/25/2019

**Purpose:** How to remove waste from the facility. Waste is stored in bins in the waste area, in the back of the loading bay. Consider removing waste every week, or when 6-8 bins are filled, whichever comes first.

### Procedure:

## QUALITY CONTROL AND TESTING

1. Eight bins should fit in the transport vehicle at a time. Please plan accordingly. Black bins must be taken to the dump, green bins must be taken to the recycling center, and blue bins must be taken to the composting center.
2. Fill out a waste removal form with the date and time of departure, and the number of bins by type (color).
3. Designate a dispatcher to track the waste removal trip and maintain availability through the company phone.
4. Upon return, ensure that the gas tank is at least 80% full, if it is not, the refill the fuel tank entirely up to 100% full.



DECEMBER 9, 2019

**PERSONNEL POLICIES**  
GREEN THUMB GROWERS, LLC

ALEXANDER G. W. BAILEY  
GREEN THUMB GROWERS, LLC  
1935 Lakeview Ave, Dracut MA

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## Article I. INTRODUCTION

### Section 1.01 Purpose

This handbook provides information to you, as an employee of Green Thumb Growers, LLC, about certain terms and conditions of your employment. It is not, and should not be considered, an employment contract. Your continued employment, and the conditions of the employment, is solely within the discretion of the Green Thumb Growers management team. The handbook summarizes major policies and programs related to your employment. Please take advantage of those resources to assure that you are fully aware of your rights and responsibilities as an employee of Green Thumb Growers, LLC.

Except as otherwise prohibited by law, Green Thumb Growers, LLC has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason.

### Section 1.02 Scope

These policies apply to all employees of Green Thumb Growers, LLC.

These policies serve as an information guide to help employees become better informed and to make their experience with the company more rewarding.

Departments may have special work rules deemed necessary by the supervisor and approved by the CCO for the achievement of objectives of that department. Each employee will be given a copy of such work rules by the department upon hiring and such rules will be further explained and enforcement discussed with the employee by the immediate supervisor.

### Section 1.03 EEO Policy Statement

Green Thumb Growers, LLC is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training. Green Thumb Growers, LLC will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, or gender expression, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, or familial status.

## Section 1.04 Personnel Records

The following employee records will be maintained by Green Thumb Growers:

1. All materials submitted to the Cannabis Control Commission for the registration of the employee as a marijuana establishment agent.
2. Documentation of verification of references.
3. Job description and employment contract.
4. Documentation of all required training, and any additional trainings.
5. Documentation of periodic performance evaluations.
6. Record of disciplinary action taken.
7. Documentation of Responsible Vendor Training and eight-hour related duty training.

## Section 1.05 Data Practices Advisory

Employee records are maintained in a secure server room on an encrypted hard drive located in the Green Thumb Growers facility. Personnel data is retained in personnel files, finance files, and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, document employee performance, etc. Employees have the right to know what data is retained, where it is kept, and how it is used. Employee data will not be shared with third parties outside the direct scope of the employee's work and compliance with local authorities and any government bodies overseeing business rules and regulations.

## Section 1.06 Media Requests

All requests for interviews or information from the media are to be routed through the Chief Compliance Officer of Green Thumb Growers. No employee is authorized to speak on behalf of Green Thumb Growers, LLC without prior authorization from the Chief Compliance Officer of Green Thumb Growers, LLC. Media requests include anything intended to be published or viewable to others in some form such as television, radio, newspapers, newsletters, social media postings, and websites. When responding to media requests, employees should follow these steps:

1. If the request is for routine or public information, provide the information and notify the CCO of the request.
2. If the request is regarding information about Green Thumb Growers personnel, potential litigation, controversial issues, an opinion on a company matter, or if an employee is unsure if the request is a "routine" question, forward the request to the CCO. An appropriate response would be, "I'm sorry, I don't have the full information regarding that issue. Let me take some basic information and submit your request to the appropriate person, who will get back to you as soon as he/she

can.” Then ask the media representative’s name, questions, deadline, and contact information.

All news releases concerning Green Thumb Growers personnel will be the responsibility of the CCO.

When/if the CCO authorizes an employee to communicate on behalf of the company in interviews, publications, news releases, on social media sites, and related communications, employees must:

- Identify themselves as representing Green Thumb Growers, LLC. Account names on social media sites must be clearly connected to the company and approved by the CCO.
- Be respectful, professional, and truthful when providing information. Corrections must be issued when needed.

### **Section 1.07 Personal Communications and Use of Social Media**

It is important for employees of Green Thumb Growers to remember that the personal communications of employees may reflect on the company, especially if employees are commenting on Green Thumb Growers’ business. The following guidelines apply to personal communications, including various forms such as social media (Facebook, Twitter, blogs, YouTube, etc.), letters to the editor of newspapers, and personal endorsements:

- Remember what you write or post is public, and will be so for a long time. It may also be spread to large audiences. Use common sense when using email or social media sites. It is a good idea to refrain from sending or posting information or photos you would not want your boss or other employees to read, or you would be embarrassed to see in the newspaper. Keep in mind harassment, bullying, threats of violence, discrimination, or retaliation that would not be permissible in the workplace is not permissible between co-workers online, even if it is done after hours, from home and on home computers.
- Green Thumb Growers expects its employees to be fair, courteous, and respectful to supervisors, co-workers, citizens, customers, and other persons associated with the company. Avoid using statements, photographs, video or audio that reasonably may be viewed as malicious, obscene, threatening or intimidating, disparaging, or might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of sex, race, national origin, age, color, creed, religion,

disability, marital status, familial status, veteran status, sexual orientation, gender identity, or gender expression, status with regard to public assistance or membership or activity in a local human rights commission.

- If you publish something related to Green Thumb Growers' business, identify yourself and use a disclaimer such as, "I am an employee of Green Thumb Growers, LLC. However, these are my own opinions and do not represent those of Green Thumb Growers, LLC."
- Company resources, working time, or official positions cannot be used for personal profit or business interests.
- Personal social media account name or email names should not be tied to the company.

## **Article II. COMPANY-WIDE WORK RULES & CODE OF CONDUCT**

### **Section 2.01 Conduct as a Green Thumb Growers Employee**

In accepting employment, employees become representatives of Green Thumb Growers and are responsible for assisting and serving the customers for whom they work. An employee's primary responsibility is to help produce high quality products which meet customer expectations. Employees should exhibit conduct that is ethical, professional, and responsive. To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors.

The following are job requirements for every position at Green Thumb Growers, LLC. All employees are expected to:

- Perform assigned duties to the best of their ability at all times.
- Read, understand, and comply with the rules and regulations as set forth in these personnel policies as well as those of their departments.
- Conduct themselves professionally and respond to inquiries and information requests with patience and every possible courtesy.
- Report any and all unsafe conditions to the immediate supervisor.
- Maintain good attendance while meeting the goals set by an employee's supervisor.

### **Section 2.02 Attendance & Absence**

The operations and standards of service at Green Thumb Growers require that employees be at work unless valid reasons warrant absence, or an employee has a position that has been approved to work remotely. In order for a team to function efficiently and effectively, employees must fully understand the goals that have been

set for them and the time required to be on the job. Understanding attendance requirements is an essential function of every company position.

Employees who are going to be absent from work are required to notify their supervisor as soon as possible in advance of the absence. In the event of an unexpected absence, employees should call their supervisor before the scheduled starting time and keep in mind the following procedures:

- If the supervisor is not available at the time, the employee should leave a message that includes a telephone number where he/she can be reached and/or contact any other individual who was designated by the supervisor.
- Failure to use the established reporting process will be grounds for disciplinary action.
- The employee must call the supervisor on each day of an absence extending beyond one (1) day unless arrangements otherwise have been made with the supervisor.
- Employees who are absent for three (3) days or more and who do not report the absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing.
- The company may waive this rule if extenuating circumstances warranted such behavior.

This policy does not preclude the company from administering discipline for unexcused absences of less than three (3) days.

For budgetary and confidentiality reasons, non-exempt employees (eligible for overtime pay) are not authorized to take work home or work through lunch without prior approval from their supervisor.

### **Section 2.03 Access to and Use of Company Property**

Any employee who has authorized possession of keys, tools, cell phones, pagers, or other company-owned equipment must register his/her name and the serial number (if applicable) or identifying information about the equipment with the Chief Compliance Officer.

All such equipment must be turned in and accounted for by any employee leaving employment with Green Thumb Growers in order to resign in good standing.

Employees are responsible for the safekeeping and care of all such equipment. The duplication of keys owned by the company is prohibited unless authorized by the CCO.

Any employee found having an unauthorized duplicate key will be subject to disciplinary action.

## **Section 2.04 Appearance**

Dress codes may be established for employees as part of departmental rules. Personal appearance should be appropriate. Clothing, jewelry, or other items that could present a safety hazard are not acceptable in the workplace. Dress needs vary by function. Employees who spend a portion of the day outside of the facility need to dress in a professional manner appropriate to their jobs, as determined by their supervisor. Employees may dress in accordance with their gender identity, within the constraints of the dress codes adopted by the company. Green Thumb Growers' staff shall not enforce the company's dress code more strictly against transgender and gender diverse employees than other employees.

## **Section 2.05 Conflict of Interest**

Employees are to remove themselves from situations in which they would have to take action or make a decision where that action or decision could be a perceived or actual conflict of interest or could result in a personal benefit for themselves or a family member. If an employee has any question about whether such a conflict exists, he/she should consult with the CCO.

## **Section 2.06 Falsification of Records**

Any employee who makes false statements or commits, or attempts to commit, fraud in an effort to prevent the impartial application of these policies, will be subject to immediate disciplinary action up to and including termination and potential criminal prosecution.

## **Section 2.07 Personal Telephone Calls**

Personal telephone calls are to be made or received only when truly necessary (e.g., family or medical emergency). They are not to interfere with company work and are to be completed as quickly as possible. Any personal long-distance call costs will be paid for by the employee. Please refer to the cell phone policy for information on use of cellular phones.

## **Section 2.08 Marijuana Consumption**

No marijuana or marijuana product may be consumed in any form on Green Thumb Growers' property, or in any public area.

## **Section 2.09 Smoking**

All company buildings and vehicles, in their entirety, shall be designated as tobacco free, meaning that smoking in any form (through the use of tobacco products such as pipes, cigars, and cigarettes) or “vaping” with e-cigarettes is prohibited while in a company facility or vehicle.

## **Article III. DEFINITIONS**

For purposes of these policies, the following definitions will apply:

### **Section 3.01 Authorized Hours**

The number of hours an employee was hired to work. Actual hours worked during any given pay period may be different than authorized hours, depending on workload demands or other factors, and upon approval of the employee’s supervisor.

### **Section 3.02 Benefits**

Privileges granted to qualified employees in the form of paid leave and/or insurance coverage.

### **Section 3.03 Benefit Earning Employees**

Employees who are eligible for benefits. Such employees must be year-round employees who work at least 20 hours per week on a regular basis.

### **Section 3.04 Core Hours**

The core hours that all employees (exempt and non-exempt) are expected to work are 8 a.m. to 4 p.m., Monday through Friday.

### **Section 3.05 Fiscal Year**

The period from Jan. 1 to Dec. 31.

### **Section 3.06 Full-Time Employee**

Employees who are required to work forty (40) or more hours per week year-round in an ongoing position.

### **Section 3.07 Part-Time Employee**

Employees who are required to work less than forty (40) hours per week year-round in an ongoing position.

**Section 3.08 Hours of Operation**

Green Thumb Growers' regular hours of operation are Monday through Friday, from 8 a.m. to 4 p.m.

**Section 3.09 Pay Period**

A fourteen (14) day period beginning at 12 a.m. (midnight) on Sunday through 11:59 p.m. on Saturday, fourteen (14) days later.

**Section 3.10 Promotion**

Movement of an employee from one job class to another within the company, where the maximum salary for the new position is higher than that of the employee's former position.

**Section 3.11 Reclassify**

Movement of a job from one classification to another classification because of a significant change in the position's duties and responsibilities.

**Section 3.12 Temporary Employee**

Employees who work in temporary positions. Temporary jobs might have a defined start and end date or may be for the duration of a specific project. Temporary employees may be assigned to work a full-time or part-time schedule. Temporary employees do not earn benefits.

**Section 3.13 Weapons**

Weapons are defined to include all legal or illegal firearms, switchblade knives, or any other object that has been modified to serve as a weapon or that has the primary purpose of serving as a weapon.

**Article IV. EMPLOYEE RECRUITMENT & SELECTION**

**Section 4.01 Scope**

The CCO or a designee will manage the hiring process for positions within the company. All hires must be approved by a majority of the LLC managers. All hires will be made according to merit and fitness related to the position being filled.

**Section 4.02 Features of the Recruitment System**

Any member of staff can recommend a potential employee candidate, or propose the necessity for hiring additional employees to LLC management. The LLC managers

determine if a vacancy will be filled through an open recruitment or by promotion, transfer, or some other method.

This determination will be made on a case-by-case basis. The majority of position vacancies will be filled through an open recruitment process.

Application for employment will generally be made online through the Green Thumb Growers website via an online application form, or an email address to which all applicants can send the required materials, which consist of a resume and two letters of recommendation. Supplemental questionnaires may be required in certain situations.

### **Section 4.03 Testing and Examinations**

Applicant qualifications will be evaluated in one or more of the following ways: training and experience rating; written test; oral test or interview; performance or demonstrative test; or other appropriate job-related exam.

### **Section 4.04 Selection Process**

The selection process will be a cooperative effort between the LLC managers and the employee who would directly supervise the potential candidate. Any, all, or none of the candidates may be interviewed.

Green Thumb Growers has the right to make the final hiring decision based on qualifications, abilities, experience and the company's needs.

### **Section 4.05 Background Checks**

All finalists for employment with Green Thumb Growers will be subject to a background check to confirm they qualify to be a registered agent with the Massachusetts Cannabis Control Commission. Background checks will be conducted including a Criminal Offender Record Information (CORI) report, and any other background information required by the Massachusetts Cannabis Control Commission as part of the marijuana establishment agent registration process. Potential employees may not commence work until they are approved as a registered agent with the Massachusetts Cannabis Control Commission.

## **Article V. ORGANIZATION**

### **Section 5.01 Job Descriptions**

Green Thumb Growers will maintain job descriptions for each regular position. New positions will be developed as needed but must be approved by the LLC managers prior to the position being filled.

A job description is prepared for each position within the company. Each job description will include: position title, supervisor's title, primary objective of the position, essential functions of the position, examples of performance criteria, minimum requirements, desirable training and experience, supervisory responsibilities (if any), and extent of supervisory direction or guidance provided to position. In addition, job descriptions may also describe the benefits offered and potential career path opportunities as a means to entice a qualified pool of applicants. Good attendance and compliance with work rules and policies are essential functions of all positions.

Prior to posting a vacant position the existing job description is reviewed by the LLC managers and the supervisor who would directly oversee an employee filling the vacant position to ensure the job description is an accurate reflection of the position and the stated job qualifications do not present artificial barriers to employment. A current job description is provided to each new employee. Supervisors are responsible for revising job descriptions as necessary to ensure that the position's duties and responsibilities are accurately reflected. All revisions are reviewed and must be approved by the CCO.

### **Section 5.02 Assigning and Scheduling Work**

Assignment of work duties and scheduling work is the responsibility of the supervisor (e.g. head of cultivation, head of product manufacturing, head of security) subject to the approval of the LLC managers.

### **Section 5.03 Job Descriptions and Classifications**

Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the CCO.

### **Section 5.04 Layoff**

In the event it becomes necessary to reduce personnel, temporary employees and those serving a probationary period in affected job classes will be terminated from employment with the company before other employees in those job classes. Within these groups, the selection of employees to be retained will be based on merit and

ability as determined by the LLC managers and supervising employees. When all other considerations are equal, the principle of seniority will apply in layoffs and recall from layoffs.

### **Article VI. HOURS OF WORK**

#### **Section 6.01 Work Hours**

Employee work schedules will be established by supervisors with the approval of the CCO. The regular workweek for employees is five eight-hour days in addition to a lunch period, Monday through Friday.

#### **Section 6.02 Meal Breaks and Rest Periods**

A paid fifteen (15) minute break is allowed within each four (4) consecutive hours of work. A paid thirty (45) minute lunch period is provided when an employee works eight (8) or more consecutive hours. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time, or lunch time by saving these breaks.

#### **Section 6.03 Adverse Weather Conditions**

Green Thumb Growers' facility will generally be open during adverse weather. Due to individual circumstances, each employee will have to evaluate the weather and road conditions in deciding to report to work (or leave early). Employees not reporting to work for reasons of personal safety will not normally have their pay reduced as a result of this absence.

### **Article VII. COMPENSATION**

Full-time employees of Green Thumb Growers will be compensated on the last Friday of each pay period (14 days as according to the definition section). Unless approved by the LLC managers, employees will not receive any amount from the company in addition to the pay authorized for the positions to which they have been appointed. Expense reimbursement or travel expenses may be authorized in addition to regular pay.

Compensation for temporary employees will be set by the LLC managers at the time of hire, or on an annual basis.

### **Article VIII. SELECT ONE OR THE OTHER Paychecks OR Direct Deposit**

#### **Section 8.01 Paychecks**

Paychecks will not be given to anyone other than the person for whom they were prepared, unless the person has a note signed by the employee authorizing the company to give the other person the check. Checks will be given to the spouse, or another appropriate immediate family member, in the case of a deceased employee.

Employees are responsible for notifying the CCO of any change in status, including changes in address, phone number, names of beneficiaries, marital status, etc.

### **Section 8.02 Direct Deposit**

All employees are required to participate in direct deposit. Employees are responsible for notifying the CCO of any change in status, including changes in address, phone number, names of beneficiaries, marital status, etc.

### **Section 8.03 Time Reporting**

Full-time, non-exempt employees are expected to work the number of hours per week as established for their position. In most cases, this will be 40 hours per workweek. They will be paid according to the time reported on their time sheets. Hours will not usually need to be recorded, however, if a supervisor is concerned about an employee regularly not working either their full and/or regular hours, then the employee may be required to record their time of arrival and departure at work each day, so long as the employee is notified that there is a concern and instructed on how to record their arrival and departure times. Reporting false information on a time sheet may be cause for immediate termination.

### **Section 8.04 Overtime / Compensatory Time**

All employees will be compensated at the rate of time-and-one-half for all hours worked over 40 in one workweek. Vacation, sick leave, and paid holidays do not count toward "hours worked."

For most employees the workweek begins at midnight on Sunday and runs until the following Saturday night at 11:59 p.m. Supervisors may establish a different workweek based on the needs of the department, subject to the approval of the CCO.

The employee's supervisor must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action.

Overtime earned will be paid at the rate of time-and-one-half on the next regularly scheduled payroll date.

**Article IX. BENEFITS**

**Section 9.01 Health, Dental, Life Insurance**

Green Thumb Growers will contribute a monthly amount toward group health, dental, and life insurance benefits for each eligible employee and his/her dependents.

For information about coverage and eligibility requirements, employees should refer to the summary plan description or contact the CCO.

**Section 9.02 Tuition Cost Coverage**

To be considered for tuition cost coverage, the employee must be in good standing and have been employed by Green Thumb Growers for at least six months. All requests for tuition reimbursement will be considered on a case-by-case basis by the CCO, with final approval/disapproval provided by the LLC managers. Employees are strongly recommended to request for the company to pay for a class before entry into said class, as the LLC managers can decline to cover it if it is significantly more expensive than another available comparable course, or if it is not deemed as useful to the employee's role in the company.

Courses taken for credit at an approved educational institution must meet the following criteria to be approved for reimbursement:

- Courses must be directly related to the employee's present position (whether required for a degree program or not); OR
- Courses must be directly related to a reasonable promotional opportunity in the same field of work as present position (whether part of a degree program or not).

Green Thumb Growers will pay the cost of tuition upon successful completion (C grade or better; "pass" in a pass/fail course) of the approved course. Reimbursements will be prorated for part-time employees. Employees may elect to attend a more costly school provided they pay the difference in cost. Employees must reimburse the company if they voluntarily leave employment within six (6) months of receiving tuition reimbursement from the company.

**Article X. HOLIDAYS**

Green Thumb Growers observes the following official holidays for all regular full-time and part-time employees:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

When a holiday falls on a Sunday, the following Monday will be the "observed" holiday and when a holiday falls on a Saturday, the preceding Friday will be the "observed" holiday for company operations/facilities that are closed on holidays.

Full-time employees will receive pay for official holidays at their normal straight time rates, provided they are on paid status on the last scheduled day prior to the holiday and first scheduled day immediately after the holiday. Any employee on a leave of absence without pay from the company is not eligible for holiday pay.

Premium pay of 1.5 times the regular hourly wage for employees required to work on a holiday will be for hours worked on the "actual" holiday as opposed to the "observed" holiday.

Employees wanting to observe holidays other than those officially observed by the company may submit a request to the CCO, or request either vacation leave or unpaid leave for such time off.

## **Article XI. LEAVES OF ABSENCE**

Depending upon an employee's situation, more than one form of leave may apply during the same period of time. An employee will need to meet the requirements of each form of leave separately. Leave requests will be evaluated on a case-by-case basis.

Except as otherwise stated, all paid time off, taken under any of Green Thumb Growers' leave programs, must be taken consecutively, with no intervening unpaid leave. The company will provide employees with time away from work as required by state or federal statutes, if there are requirements for such time off that are not described in the personnel policies.

### **Section 11.01 Sick Leave**

Sick leave is authorized absence from work with pay, granted to qualified full-time and part-time employees. Sick leave is a privilege, not a right.

Employees are to use this paid leave only when they are unable to work for medical reasons and under the conditions explained below. Sick leave does not accrue during an unpaid leave of absence.

- Employees will accumulate sick leave at a rate of one (1) day per month.
- Sick leave may be used only for days when the employee would otherwise have been at work. It cannot be used for scheduled days off.

**Sick leave may be used as follows:**

- When an employee is unable to perform work duties due to illness or disability (including pregnancy).
- For medical, dental or other care provider appointments.
- When an employee has been exposed to a contagious disease of such a nature that his/her presence at the work place could endanger the health of others.
- To care for the employee's injured or ill children, including stepchildren or foster children, for such reasonable periods as the employee's attendance with the child may be necessary.
- To take children, or other family members to a medical, dental or other care provider appointment.
- To care for an ill spouse, father, father-in-law, mother, mother-in-law, stepparent, grandparent, grandchild, sister or brother.
- Safety leave- Employees are authorized to use sick leave for reasonable absences for themselves or relatives (employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) who are providing or receiving assistance because they, or a relative, is a victim of sexual assault, domestic abuse, or stalking.

After accrued sick leave has been exhausted, vacation leave may be used, to the extent the employee is entitled to such leave.

**To be eligible for sick leave pay, the employee will:**

- Communicate with his/her immediate supervisor, as soon as possible after the scheduled start of the work day, for each and every day absent;
- Keep his/her immediate supervisor informed of the status of the illness/injury or the condition of the ill family member;
- Submit a physician's statement upon request.

After an absence, a physician's statement may be required on the employee's first day back to work, indicating the nature of the illness or medical condition and attesting to the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

Any work restrictions must be stated clearly on the return-to-work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision. Sick leave may be denied for any employee required to provide a doctor's statement until such a statement is provided.

Any employee who makes a false claim for sick leave will be subject to discipline up to and including termination.

Employees must normally use sick leave prior to using paid vacation, or compensatory time and prior to an unpaid leave of absence during a medical leave.

Sick leave will normally not be approved after an employee gives notice that he or she will be terminating employment. Exceptions must be approved by the CCO.

Sick leave cannot be transferred from one employee to another. Earned sick leave has no cash value upon termination or retirement. There is no maximum accumulation for sick leave.

### **Section 11.02      Vacation Leave**

#### **(a) Eligibility**

Full-time employees will earn vacation leave in accordance with the above schedule.

#### **(b) Earnings and Use**

After six months of service, vacation leave may be used as it is earned, subject to approval by the employee's supervisor. Employees are allow 15 vacation days each year.

### **Section 11.03      Funeral Leave**

Employees will be permitted to use up to three (3) consecutive working days, with pay, as funeral leave upon the death of an immediate family member. This paid leave will not be deducted from the employee's vacation or sick leave balance.

The actual amount of time off, and funeral leave approved, will be determined by the supervisor or CCO depending on individual circumstances (such as the closeness of the relative, arrangements to be made, distance to the funeral, etc.).

### **Section 11.04**      **Jury Duty**

Employees will be granted paid leaves of absence for required jury duty. Such employees will be required to turn over any compensation they receive for jury duty, minus mileage reimbursement, to the company in order to receive their regular wages for the period. Time spent on jury duty will not be counted as time worked in computing overtime.

Employees excused or released from jury duty during their regular working hours will report to their regular work duties as soon as reasonably possible or will take accrued vacation or compensatory time to make up the difference.

Employees are required to notify their supervisor as soon as possible after receiving notice to report for jury duty. The employee will be responsible for ensuring that a report of time spent on jury duty and pay form is completed by the clerk of court so the company will be able to determine the amount of compensation due for the period involved.

Temporary and seasonal employees are generally not eligible for compensation for absences due to jury duty but can take a leave without pay subject to department head approval. However, if a temporary or seasonal employee is classified as exempt, he/she will receive compensation for the jury duty time.

### **Section 11.05**      **Court Appearances**

Employees will be paid their regular wage to testify in court for any business related directly to Green Thumb Growers, LLC. Any compensation received for court appearances (e.g. subpoena fees) arising out of or in connection with the company, minus mileage reimbursement, must be turned over to the company.

### **Section 11.06**      **Victim or Witness Leave**

An employer must allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony, or is the spouse or immediate family member (immediate family member includes parent, spouse, child or sibling of the employee) of such victim, reasonable time off from work to attend criminal proceedings related to the victim's case. [See Safety Leave under the Sick

Leave Policy for additional information on leave benefits available to employees and certain family members].

### **Section 11.07      Job Related Injury or Illness**

All employees are required to report any job-related illnesses or injuries to their supervisor immediately (no matter how minor). If a supervisor is not available and the nature of injury or illness requires immediate treatment, the employee is to go to the nearest available medical facility for treatment and, as soon as possible, notify his/her supervisor of the action taken. In the case of a serious emergency, 911 should be called.

If the injury is not of an emergency nature, but requires medical attention, the employee will report it to the supervisor and make arrangements for a medical appointment.

Workers' compensation benefits and procedures to return to work will be applied according to applicable state and federal laws.

### **Section 11.08      Pregnancy and Parenting Leave**

Employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child as eligible for up to 30 days of paid leave and must begin within twelve (12) months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employee should provide reasonable notice.

Employees are required to use accrued leave (i.e., sick leave, vacation leave, etc.) during Parenting Leave. The two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available while the employee is on Pregnancy Leave or Parenting Leave.

### **Section 11.09      Administrative Leave**

Under special circumstances, an employee may be placed on an administrative leave pending the outcome of an internal or external investigation. The leave may be paid or unpaid, depending on the circumstances, as determined by the LLC managers.

## **Section 11.10      Adoptive Parents**

Adoptive parents will be given the same opportunities for leave as biological parents (see provisions for Parenting Leave). The leave must be for the purpose of arranging the child's placement or caring for the child after placement. Such leave must begin before or at the time of the child's placement in the adoptive home.

## **Section 11.11      School Conference Leave**

Any employee may take unpaid leave for up to a total of sixteen (16) hours during any 12-month period to attend school conferences or classroom activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the company. Employees may choose to use vacation leave hours for this absence, but are not required to do so.

## **Section 11.12      Elections / Voting**

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote on the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues.

## **Section 11.13      Regular Leave without Pay**

The CCO, subject to approval from the majority of the LLC managers, may authorize leave without pay for any amount of time.

Employee benefits will not be earned by an employee while on leave without pay.

If an employee is on a regular leave without pay and is not working any hours, the employee will not accrue (or be paid for) holidays, sick leave, or vacation leave (*annual leave*). Employees who are working reduced hours while on this type of leave will receive holiday pay on a prorated basis and will accrue sick leave and vacation leave (*annual leave*) based on actual hours worked.

Employees returning from a leave without pay will be guaranteed return to the original position only for absences of thirty (30) calendar days or less, unless otherwise is specified and documented when the employee is granted the leave without pay.

### **Section 11.14 Reasonable Unpaid Work Time for Nursing Mothers**

Nursing mothers will be provided reasonable unpaid break time for nursing mothers to express milk for nursing her child for one year after the child's birth. Green Thumb Growers will provide a room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.

### **Section 11.15 Reasonable Accommodations to an Employee for Health Conditions Relating to Pregnancy**

The company will attempt to provide a female employee who requests reasonable accommodation with the following for her health conditions related to her pregnancy or childbirth:

- More frequent restroom, food, and water breaks;
- Seating;
- Limits on lifting over 20 pounds; and/or
- Temporary transfer to a less strenuous or hazardous position, should one be available.

Unless such accommodations impose an undue hardship on the company, Green Thumb Growers will engage in an interactive process with respect to an employee's request for a reasonable accommodation.

## **Article XII. SEXUAL HARASSMENT PREVENTION**

### **Section 12.01 General**

Green Thumb Growers is committed to creating and maintaining a work place free of harassment and discrimination. In keeping with this commitment, Green Thumb Growers maintains a strict policy prohibiting unlawful harassment, including sexual harassment. This policy prohibits harassment in any form, including verbal and physical harassment.

This policy statement is intended to make all employees, executives, and managers sensitive to the matter of sexual harassment, to express the company's strong

disapproval of unlawful sexual harassment, to advise employees against this behavior and to inform them of their rights and obligations. The most effective way to address any sexual harassment issue is to bring it to the attention of management.

### **Section 12.02**      **Definitions**

Conduct constituting prohibited sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal or physical behavior when:

- submission to such conduct is explicitly or implicitly made a term or condition of an individual's employment;
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or of creating an intimidating, hostile, or offensive working environment.

Examples of inappropriate behaviors that are unacceptable and therefore prohibited, even if not unlawful in and of themselves include: unwanted physical contact; unwelcome sexual jokes or comments; sexually explicit posters or pinups; repeated and unwelcome requests for dates or sexual favors; sexual gestures or any indication, expressed or implied, that job security or any other condition of employment depends on submission to or rejection of unwelcome sexual requests or behavior. In summary, sexual harassment is the unwanted, unwelcome or repeated action of an individual against another individual, using sexual overtones.

### **Section 12.03**      **Expectations**

Green Thumb Growers recognizes the need to educate its employees, executives, and managers on the subject of sexual harassment and stands committed to providing information and training. All employees are expected to treat each other and the general public with respect, and assist in fostering an environment free from offensive behavior or harassment. Violations of this policy may result in discipline, including possible termination. Each situation will be evaluated on a case-by-case basis.

Employees who feel that they have been victims of sexual harassment, or employees who are aware of such harassment, should immediately report their concerns to any of the following:

1. A supervisor;
2. CCO;
3. LLC manager or any executive.

In addition to notifying one of the above persons and stating the nature of the harassment, the employee is also encouraged to take the following steps, if the person feels safe and comfortable doing so. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor.

1. Communicate to the harasser the conduct is unwelcome. Professionally, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions, and request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.
2. In some situations such as with an offender from the public, it is preferable to avoid one on one interactions. Talk to your supervisor about available options to ensure there are others available to help with transactions with an offender.
3. To reiterate, it's important you notify a supervisor, the CCO, an LLC manager or executive of your concerns. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter.

Green Thumb Growers urges conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate. Management takes these complaints seriously and has the obligation to provide an environment free of sexual harassment. The company is obligated to prevent and correct unlawful harassment in a manner which does not abridge the rights of the accused. To accomplish this task, the cooperation of all employees is required.

In the case of a sexual harassment complaint, a supervisor must report the allegations promptly to the CCO. If the CCO is the subject of the complaint, then the supervisor is to report the complaint to the CEO. A supervisor must act upon such a report even if requested otherwise by the victim. The company will take action to correct any and all reported harassment to the extent evidence is available to verify the alleged harassment and any related retaliation. All allegations will be investigated. Strict confidentiality is not possible in all cases of sexual harassment as the accused has the right to answer charges made against them; particularly if discipline is a possible outcome. Reasonable efforts will be made to respect the confidentiality of the individuals involved, to the extent possible.

### **Section 12.04      Special Reporting Requirements**

When the supervisor is the alleged harasser, a report will be made to the CCO who will assume the responsibility for investigation and discipline.

If the CCO is the alleged harasser, a report will be made to the CEO who will confer with the LLC managers regarding appropriate investigation and action.

### **Retaliation**

Green Thumb Growers will not tolerate retaliation or intimidation directed towards anyone who makes a complaint of employment discrimination, who serves as a witness or participates in an investigation, or who is exercising his/her rights, including when requesting religious or disability accommodation. Retaliation is broader than discrimination and includes, but is not limited to, any form of intimidation, reprisal or harassment. While each situation is very fact dependent, generally speaking retaliation can include a denial of a promotion, job benefits, or refusal to hire, discipline, negative performance evaluations or transfers to less prestigious or desirable work.

It can also include threats of reassignment, removal of supervisory responsibilities, filing civil action, deportation or other action with immigration authorities, disparagement to others or the media and making false report to government authorities because an employee has engaged or may engage in protected activities. Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

If you feel retaliation is occurring within the workplace, please report your concern immediately to any of the following:

1. Immediate supervisor;
2. CCO;
3. LLC manager

Supervisors who have been approached by employees with claims of retaliation will take the complaint seriously and promptly report the allegations to the CCO, or the CEO if the complaint is against the CCO, who will decide how to proceed in addressing the complaint.

## **Article XIII. RESPECTFUL WORKPLACE POLICY**

The intent of this policy is to provide general guidelines about conduct that is and is not appropriate in the workplace and other company-sponsored social events.

The company acknowledges this policy cannot possibly predict all situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

### **Section 13.01**      **Applicability**

Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all employees, executives, and managers.

### **Section 13.02**      **Types of Disrespectful Behavior**

The following behaviors are unacceptable and therefore prohibited, even if not unlawful in and of themselves:

**(a) *Violent behavior:***

includes the use of physical force, harassment, bullying or intimidation.

**(b) *Discriminatory behavior:***

includes inappropriate remarks about or conduct related to a person's race, color, creed, religion, national origin, disability, sex, pregnancy, gender-biased statements, such as stereotypes about women or men, marital status, age, sexual orientation, gender identity, or gender expression, familial status, or status with regard to public assistance.

**(c) *Offensive behavior:***

may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disparaging language, or any other behavior regarded as offensive to a reasonable person based upon violent or discriminatory behavior as listed above. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction.

Although the standard for how employees treat each other and the general public will be the same throughout the company, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the CCO.

**(d) *Sexual harassment:***

can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual’s employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual’s employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment.

**(e) Sexual harassment includes, but is not limited to, the following:**

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, kidding, or comments that are sexually-oriented and considered unacceptable by another individual. This includes comments about an individual’s body or appearance where such comments go beyond mere courtesy, telling “dirty jokes” or any other tasteless, sexually oriented comments, innuendos or actions that offend others. The harassment policy applies to social media posts, tweets, etc., that are about or may be seen by employees, customers, etc.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one’s current or future job.

**Names and Pronouns:**

Every employee will be addressed by a name and by pronouns that correspond to the employee’s gender identity. A court-ordered name or gender change is not required.

**Section 13.03 Employee Response to Disrespectful Workplace Behavior**

All employees should feel comfortable calling their supervisor or another manager to request assistance should they not feel comfortable with a situation. If situations involve violent behavior call the police or ask the individual to leave the area.

If employees see or overhear a violation of this policy, employees should advise a supervisor, the CCO, or an LLC manager promptly.

Employees who believe disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor.

**Step 1(a)**. If you feel comfortable doing so, professionally, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

**Step 1(b)**. If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor or the CCO. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter.

In some situations, with an offender from the public it is preferable to avoid one on one interactions. Talk to your supervisor about available options to ensure there are others available to help with transactions with the offender.

**Step 1(c)**. Green Thumb Growers urges conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate. It is vitally important you notify a supervisor, the CCO, or an LLC manager promptly of your concerns. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it promptly to a supervisor or the CCO.

**Step 2**. If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to an LLC manager or executive other than the person you first notified regarding your concerns.

### **Section 13.04      Supervisor's Response to Allegations of Disrespectful Workplace Behavior**

Employees who have a complaint of disrespectful workplace behavior will be taken seriously.

In the case of sexual harassment or discriminatory behavior, a supervisor must report the allegations promptly to the CCO, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by

the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

**Step 1(a)**. If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the offender, explaining the impact of his/her actions and requiring the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

**Step 1(b)**. Supervisors, when talking with the reporting employee will be encouraged to ask him or her what he or she wants to see happen next. When an employee comes forward with a disrespectful workplace complaint, it is important to note the company cannot promise complete confidentiality, due to the need to investigate the issue properly. However, any investigation process will be handled as confidentially as practical and related information will only be shared on a need to know basis.

**Step 2**. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The person being interviewed may have someone of his/her own choosing present during the interview. Typically, the investigator will obtain the following description of the incident, including date, time and place:

- Corroborating evidence.
- A list of witnesses.
- Identification of the offender.

**Step 3**. The supervisor must notify the CCO about the allegations (assuming the allegations do not involve the CCO).

**Step 4**. In most cases, as soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations, and the alleged violator will have the opportunity to answer questions and respond to the allegations. Green Thumb Growers will follow any other applicable policies or laws in the investigatory process.

**Step 5**. After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.

**Step 6**. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable.

**Special Reporting Requirements**

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the CCO who will determine how to proceed in addressing the complaint as well as appropriate discipline.

If the CCO is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the CEO who will confer with the LLC managers regarding appropriate investigation and action.

**Section 13.05 Confidentiality**

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person’s name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees’ personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

**Section 13.06 Retaliation**

Green Thumb Growers may discipline any individual who retaliates against any person who reports alleged violations of this policy. The company may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

**Article XIV. Possession and Use of Dangerous Weapons**

Possession or use of a dangerous weapon (see attached definitions) is prohibited on Green Thumb Growers’ property and in company vehicles. This includes employees with valid permits to carry firearms.

**Article XV. SEPARATION FROM SERVICE**

**Section 15.01 Resignations**

Employees wishing to leave the Green Thumb Growers in good standing must provide a written resignation notice to their supervisor, at least ten (10) working days before leaving. The written resignation must state the effective date of the employee’s resignation.

Unauthorized absences from work for a period of three consecutive work days may be considered as resignation without proper notice.

Failure to comply with this procedure may be cause for denying the employee's severance pay and any future employment with the company.

### **Article XVI. DISCIPLINE**

#### **Section 16.01 General Policy**

Supervisors are responsible for maintaining compliance with company standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees of Green Thumb Growers, LLC. Employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable company policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures established in the company's personnel policies. The supervisor and/or the CCO will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

#### **Section 16.02 No Contract Language Established**

This policy is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline.

#### **Section 16.03 Process**

The company may elect to use progressive discipline, a system of escalating responses intended to correct the negative behavior rather than to punish the employee. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing in these personnel policies implies that any employee has a contractual right or guarantee (also known as a property right) to the job he/she performs.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee.

The following are descriptions of the types of disciplinary actions:

### **(a) Oral Reprimand**

This measure will be used where informal discussions with the employee's supervisor have not resolved the matter. All supervisors have the ability to issue oral reprimands without prior approval.

Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. The supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.

### **(b) Written Reprimand**

A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected, or the behavior has not consistently improved in a reasonable period of time.

Serious infractions may require skipping either the oral or written reprimand, or both. Written reprimands are issued by the supervisor with prior approval from the CCO.

A written reprimand will: (1) state what did happen; (2) state what should have happened; (3) identify the policy, directive or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.

Employees will be given a copy of the reprimand to sign acknowledging its receipt. Employees' signatures do not mean the employee agrees with the reprimand. Written reprimands will be placed in the employee's personnel file.

### **(c) Suspension With or Without Pay**

The CCO may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the LLC managers.

The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or

without pay depending on a number of factors including the nature of the allegations. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file and the employee will receive any compensation and benefits due had the suspension not taken place.

### **(d) Demotion**

An employee may be demoted if attempts at resolving an issue have failed and the CCO determines a demotion to be the best solution to the problem.

The employee must be qualified for the position to which they are being demoted or transferred. The LLC managers must approve this action.

### **(e) Salary**

An employee's salary increase may be withheld or the salary may be decreased due to performance deficiencies.

### **(f) Dismissal**

The CCO, with the approval of the LLC managers, may dismiss an employee for substandard work performance, serious misconduct, or behavior not in keeping with company standards.

## **Article XVII. GRIEVANCE PROCEDURE**

Any dispute between an employee and the company relative to the application, meaning or interpretation of these personnel policies will be settled in the following manner:

**Step 1:** The employee must present the grievance in writing, stating the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated and the remedy requested, to the proper supervisor within twenty-one (21) days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within seven (7) calendar days.

**Step 2:** If the grievance has not been settled in accordance with Step 1, it must be presented in writing, stating the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the Personnel Policies allegedly violated, and the remedy requested, by the employee to the CCO within seven (7) days after the supervisor's response is due. The CCO or

his/her designee will respond to the employee in writing within seven (7) calendar days. The decision of the CCO is final for all disputes.

### **Section 17.01 Waiver**

If a grievance is not presented within the time limits set forth above, it will be considered “waived.” If a grievance is not appealed to the next step in the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the company’s last answer. If the company does not answer a grievance or an appeal within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the company and the employee without prejudice to either party.

The following actions are not grievable:

- While certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate are challengeable, other performance evaluation data, including subjective assessments, are not.
- Pay increases or lack thereof; and
- Merit pay awards.

The above list is not meant to be all inclusive or exhaustive.

## **Article XVIII. EMPLOYEE EDUCATION & TRAINING**

Green Thumb Growers promotes staff development as an essential, ongoing function needed to maintain and improve the functioning and progress of the business. The purposes for staff development are to ensure that employees develop and maintain the knowledge and skills necessary for effective job performance and to provide employees with an opportunity for job enrichment and mobility.

### **Section 18.01 Policy**

The company will pay for the costs of an employee’s participation in training and attendance at professional conferences, provided that attendance is approved in advance under the following criteria and procedures:

### **Section 18.02 Job-Related Training & Conferences**

The subject matter of the training session or conference is directly job-related and relevant to the performance of the employee’s work responsibilities. Responsibilities

outlined in the job description, annual work program requirements and training goals and objectives that have been developed for the employee will be considered in determining if the request is job-related.

The supervisor and the CCO are responsible for determining job-relatedness and approving or disapproving training and conference attendance.

### **Section 18.03 Request for Participation in Training & Conferences**

The request for participation in a training session or conference must be submitted in writing to the employee's supervisor. All requests must include an estimate of the total cost (training session, travel, meals, etc.) and a statement of how the education or training is related to the performance of the employee's work responsibilities with the company.

Documentation approving conference or training attendance will be provided to the employee with a copy placed in the employee's personnel file.

Payment information such as invoices, billing statements, etc., regarding the conference or training should be forwarded to the CFO for prompt payment.

### **Article XIX. OUTSIDE EMPLOYMENT**

The potential for conflicts of interest is lessened when individuals employed by Green Thumb Growers regard the company as their primary employment responsibility. All outside employment is to be reported to the employee's immediate supervisor. If a potential conflict exists based on this policy or any other consideration, the supervisor will consult with the CCO.

The following is to be considered when determining if outside employment is acceptable:

- Outside employment must not interfere with a full-time employee's availability during the company's regular hours of operation or with a part-time employee's regular work schedule.
- Outside employment must not interfere with the employee's ability to fulfill the essential requirements of his/her position.
- The employee must not use company equipment, resources or staff in the course of the outside employment.
- The employee must not violate any company personnel policies as a result of outside employment.

- The employee must not receive compensation from another individual or employer for services performed during hours for which he/she is also being compensated by the company. Work performed for others while on approved vacation or compensatory time is not a violation of policy unless that work creates the appearance of a conflict of interest.
- No employee will work for another employer, or for his/her own business, while using paid sick leave from the company for those same hours.

### **Article XX. DRUG FREE WORKPLACE**

Green Thumb Growers has adopted the following policy on drugs in the workplace:

- A. Drugs, including tobacco, alcohol, and marijuana, may not be consumed through any means on company property.
- B. Employees are expected and required to report to work on time and in appropriate mental and physical condition.
- C. The company recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans, as appropriate.
- D. Employees must, as a condition of employment, abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off work premises. A report of the conviction must be made within five (5) days after the conviction.

### **Article XXI. COMPANY DRIVING POLICY**

This policy applies to all employees who drive a vehicle on company business at least once per month, whether driving a company-owned vehicle or their own personal vehicle. It also applies to employees who drive less frequently but whose ability to drive is essential to their job due to the emergency nature of the job. The company expects all employees who are required to drive as part of their job to drive safely and legally while on company business and to maintain a good driving record.

The company will examine driving records once per year for all employees who are covered by this policy to determine compliance with this policy. Employees who lose their driver's license or receive restrictions on their license are required to notify their immediate supervisor on the first work day after any temporary, pending or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter.

The company will determine appropriate action on a case-by-case basis.

## **Article XXII. CELLULAR PHONE USE**

This policy is intended to define acceptable and unacceptable uses of cellular telephones during work hours. Its application is to insure cellular phone usage is consistent with the best interests of the company without unnecessary restriction of employees in the conduct of their duties.

### **Section 22.01 General Policy**

Supervisors may prohibit employees from carrying their own personal cell phones during working hours if it interferes with the performance of their job duties.

Company employees may not use their cell phones while driving a vehicle on company business, including for the purpose of a phone call. Employees are required to report any usage of other employees (or one's self) using a cell phone while driving a vehicle on company business within two (2) days of the incident, and the employee in violation of this rule is subject to disciplinary action as determined by the CCO.

Personal calls will be made or received only when absolutely necessary. Such calls must not interfere with working operations and are to be completed as quickly as possible.

### **Section 22.02 Procedures**

It is the objective of Green Thumb Growers to prevent and correct any abuse or misuse of cellular telephones through the application of this policy. Employees who abuse or misuse such telephones may be subject to disciplinary action.

### **Section 22.03 Responsibility**

The CCO, or designee, will have primary responsibility for implementation and coordination of this policy. All supervisors will be responsible for enforcement, and employees will also be responsible for each other with regards to the reporting of cell phone use while driving.

## **Article XXIII. SAFETY**

The health and safety of each employee of the company and the prevention of occupational injuries and illnesses are of primary importance to Green Thumb Growers. To the greatest degree possible, management will maintain an environment free from unnecessary hazards and will establish safety policies and procedures for each department. Adherence to these policies is the responsibility of each employee. Overall administration of this policy is the responsibility of each supervisor.

### **Section 23.01 Reporting Accidents and Illnesses**

All on the job injuries and illnesses must be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to his/her supervisor. The employee's immediate supervisor is required to complete a First Report of Injury and any other forms that may be necessary related to an injury or illness on the job.

### **Section 23.02 Safety Equipment/Gear**

Where safety equipment is required as written in the standard operating procedures pertaining to safety, it is a condition of employment that such equipment be worn by the employee.

### **Section 23.03 Unsafe Behavior**

Supervisors are authorized to send an employee home immediately when the employee's behavior violates the company's personnel policies, or creates a potential health or safety issue for the employee or others.

### **Section 23.04 Acts Warranting Dismissal**

Any employee who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor shall be terminated immediately. Any person who falls into one of these listed categories may not be allowed to enter the Green Thumb Growers facility under any circumstance.

## Record Keeping Procedures

### GAAP Compliance

All records must be kept in a manner such that they are compliant with Generally Accepted Accounting Principles. It is the duty of the CCO to oversee and keep record keeping compliant with GAAP. GAAP compliance is based on regularity, consistency, sincerity, permanence, non-compensation, prudence, continuity, periodicity, materiality, and utmost good faith. The CCO must assure that GAAP compliance is maintained by performing all record keeping according to GAAP best practice.

### Standard Operating Procedures

Standard Operating Procedures must be maintained electronically on the secure records server, and additionally, laminated hard copies of SOPs must also be held within the office and made readily available to employees. A laminated hard copy of each SOP must be located in the areas relevant to the SOP.

### Metrc

All plants will be tracked from seed to sale using metrc tracking. Metrc is a seed to sale tracking system required by the Massachusetts Cannabis Control Commission. The tracking of all plants throughout all stages of the lifecycle and through the drying and curing procedures is required, and will be done through Metrc. Additional data collection will be done for the improvement of Green Thumb Growers' standard operating procedures, please see the document regarding quality control and testing for more details.

### Inventory Procedures

Monthly inventory and annual inventory records will be scanned, and electronic copies will be kept organized in Green Thumb Growers' secure file system. Inventory records must never be deleted.

### Data Collection

Additional data collection pertaining to cultivation procedures and variable factors in the growing of cannabis will be recorded to promote thoroughness in the work of the cultivators and enable future data analysis. Cultivators will have access to tablets or can use their phones in order to record this additional data in a spreadsheet. One of the goals of Green Thumb Growers is to automate aspects of data collection that may be difficult for a cultivator to obtain,

such as watering schedule, or temperature and humidity fluctuations. Data will be stored using cloud storage or an object sharing platform so that cultivators can easily perform data collection from their own devices. Please see the heading titled "Data Collection" in the document regarding Quality Control and Testing for more details.

## Record Keeping Server

A password-protected server for record keeping will be located in the surveillance monitoring area. This password will be accessible only to management personnel that may have to access secure documents. This server will not be connected to the internet. At a later point, management may decide to connect the record keeping server to the reception computer via Ethernet cable, if they wish to transfer the security log to the record keeping server each day or update official documents more readily. The current intended use of the record keeping server is for employee records, financial records, quarterly updates of official document versions, and storage of compressed security logs accompanied by their respective security report each time a security report is filed. Green Thumb Growers' files will be stored on an encrypted hard drive, and additional hard drives may be added in time as necessary.

## Security Log

A security log will be maintained each day on the computer behind the reception desk. Security log files will be named in the format "security\_log\_mm-dd-yyyy.log" where mm-dd-yyyy represents respectively the month, day, and year that the log file is associated with. Security logs are intended to be small files highlighting only unique items for that day, therefore, it is Green Thumb Growers' policy to keep security logs indefinitely. Following each official security report performed by the Green Thumb Growers CCO, all security logs prior to the security report and following the previous security report may be compressed into a single file for storage, however, that compressed file should be kept indefinitely.

## Security Video Footage

Security video footage will be kept on the servers within the surveillance footage monitoring area by means of a physical hard disk drive (HDD). The servers and HDDs used for security video footage will be used for that purpose only. Security video footage must be maintained for a period of one month after it was recorded, but it should be kept as long as there is sufficient storage on the HDD. Green Thumb Growers intends to maintain sufficient storage space for this purpose to hold at least three months of security video footage, while we aim to maintain 6-12 months if reasonable. This wide range of 3-12 months depends on the number of security cameras, the size of the video files, and the cost of HDDs.

## Official Document Versioning

All official documents that are modified such that a deletion occurs within the document, should be versioned appropriately. Green Thumb Growers also recommends the versioning of a document accompanying a large insertion (more than one page), which is left at the discretion of the employee editing said document. Document versioning will simply occur by writing the date in the format document\_dd-mm-yy (e.g. security\_plan\_08-01-19.docx) and changing dates within the document as necessary. All official documents should be kept alongside a folder labeled document\_versions (e.g. security\_plan\_versions), and all versions may be kept inside the folder. Additional organization of versions, such as by year or month, is allowed and should be done by discretion of the employee. Large versioning folders or subfolders may be kept compressed if necessary.

Official documents include the following:

- Standard Operating Procedures
- Security Plan
- License Application Documents

## Employee Records

Physical employee records required to be maintained by Green Thumb Growers, LLC, shall be filed and maintained in a locked file cabinet in the surveillance footage monitoring area. The key to the file cabinet containing employee records will be kept by the CCO. Records for both current and past employees must be maintained indefinitely. All physical records should be scanned and uploaded to the record keeping server to be stored indefinitely.

All digital employee records must be stored in the record keeping server in the surveillance monitoring area. The following documents must be maintained:

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

## Shipping Manifests

All shipping manifests must be retained for at least one year after the shipment was completed. However, it is Green Thumb Growers' policy to keep electronic copies indefinitely. Physical copies will be stored in a file cabinet in the surveillance footage monitoring area. Electronic copies will be stored on the record-keeping server.

## Financial Records

View the document regarding Maintaining of Financial Records, for more information about storage of financial records. The following business records must be maintained indefinitely:

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

## Waste Records

Each waste record will be recorded and signed by at least two employees, who oversaw the waste handling in the instance on record and can be held accountable for it. Waste records will be created and processed using a third-party software provider, either developed by LLC manager Alex Bailey, or purchased from an existing software provider if Alex Bailey's software is not Metrc-compliant by the time that Green Thumb Growers has obtained a final license. Waste records will be maintained for at least three years by means of an electronic copy stored on Green Thumb Growers' secure record-keeping server.

## Other Official Documents

All other official documents and correspondence, such as Certificate of Organization, Operating Agreement, licensing documents, Community Host Agreement, and correspondence with Dracut or the Massachusetts Cannabis Control Commission must be kept indefinitely on the record keeping server.

# Maintaining of Financial Records

## Financial Records

Financial records consist of all manifests, bank statements, tax returns, receipts, payments, contracts, and any other documents or items that pertain to a transaction of money, goods, or services between Green Thumb Growers, LLC and a third party.

## Storage

All financial records must be scanned and stored on Green Thumb Growers' record keeping server, as described in the document regarding Record Keeping Procedures. Financial records must be stored on the record keeping server indefinitely. The record keeping server must have a folder labeled "financial\_records", which must have a subfolder for each fiscal year. Each fiscal year should have all folder contents organized in an orderly manner as determined by the CFO. Recommended organization will consist of documents in a given fiscal year organized by document type, and organized by month within the document type if necessary.

Each year of financial records must contain, at the minimum, the following documents:

- Assets and liabilities
- Records of all monetary transactions
- Books of accounts
- Sales Records
- Salary and wages paid to each employee

## Oversight and Responsibility

The Chief Financial Officer is the responsible party for the oversight and organization of financial records. While electronic copies of all financial records will be stored securely on Green Thumb Growers' record-keeping server, the CFO should also ensure that financial records are backed up periodically (at least every 6 months) by a secure cloud storage provider.

## Qualifications and Training

### Required Prior to Performing Job Function

Employees must complete certain required trainings before they may be allowed to perform their job function. Trainings that an employee must complete prior to performing his or her job function are the following (see details about the training in the “Required Trainings” section):

- Security Training
- Workplace Safety Training
- Fire Safety Training
- Diversity Training
- Anti-Harassment Training
- Job-specific training for the employee’s specific role. Once an employee has completed all trainings listed above, he or she may perform any tasks that they have had a formal, documented training session in, whether from the employee’s mentor or from any other qualified employee personnel.
- Additionally, a Responsible Vendor Training Program must be completed within 90 days of hire.

### Qualifications

- Experience in any agricultural or horticultural pursuit is immensely helpful and the first item we would look for in an applicant.
- Product manufacturing is intended to be a small part of our microbusiness, but we intend to hire one employee to assist our COO. Working in a food industry is a valuable qualification, as well as working with chemical processes or any work experience that involves creating and perfecting a standard recipe with a rigorous expectation placed on quality assurance.
- Certification with the MA CCC Social Equity Program.
- Honest
- Hard-working
- Team player
- We believe that anyone can learn to develop a Green Thumb, and Green Thumb Growers is happy to teach anyone who is of upstanding moral character, has a propensity and eagerness for learning, and, of course, qualifies to be a Marijuana Establishment Registered Agent with the MA CCC.

### Required Trainings

- Job-Specific Training

## QUALIFICATIONS AND TRAINING

- E.g. Cultivator Training, Trimmer Training, Transport Training, Reception Desk Training
- Employees will lead new hires in trainings that will use the standard operating procedures as templates. However, these will be intended to go more in-depth than simple instructions, and be an opportunity for employees to get to know each other better and pass on knowledge of the reasons and intentions behind our procedures.
- Green Thumb Growers Closing Procedure Training
  - This will normally only be the responsibility of the head of security, but we think it is important that everyone know how to close up properly.
- Fire Safety Training
  - Review of our fire safety precautions, procedures, and emergency escape routes
  - In this area, we will be seeking an additional in-person or online course that can advance our employees' preparedness and understanding.
- Workplace Safety Training
  - Review of our safety and sanitation procedures.
  - In this area, we will be seeking an additional in-person or online course that can advance our employees' preparedness and understanding.
- Security Training
  - Training conducted by Green Thumb Growers employees on how to enforce security policies and prevent theft or diversion.
  - In this area, we will be seeking an additional in-person or online course that can advance our employees' preparedness and understanding.
- Diversity Training
  - All employees will complete an online diversity training program within one month of hiring.
  - All employees will be required to engage in an annual diversity training or exercise of their choosing.
- Anti-Harassment Training
  - All employees will complete an online diversity training program within one month of hiring.
- Responsible Vendor Training Program
  - See 'Responsible Vendor Training Program' section

### Recommended Trainings

- Additional Green Thumb Growers Job Trainings outside of an employee's job description.
  - We encourage employees to get to know all aspects of our business in order to keep everyone engaged, and provide everyone with a feeling of responsibility toward the goals of the entire business.
- Green Thumb Growers Transport Training

- Particularly useful regardless of job description.
- Community Emergency Response Team Program (CERT Program)
- Citizen Police Academy
- Green Thumb Growers encourages employees to further education outside of work hours if they are able to do so, and will aim to implement an employee education funding program within the first year of operation.

### Responsible Vendor Training

All owners, management, and employees are required to complete a Responsible Vendor Training Program. New employees must complete a Responsible Vendor Training Program within 90 days of hire. All owners, management, and employees who have completed a Responsible Vendor Training Program must renew their designation as a Responsible Vendor each year by attending another Responsible Vendor Training Program.

Green Thumb Growers must collect documentation that each owner, manager, and employee completed a Responsible Vendor Training Program each year. Documentation will be stored electronically, and Green Thumb Growers must keep these documents for at least four years in order to show that the business is a compliant Responsible Vendor for at least the last four years.

### Continued Trainings

All employees must receive a minimum of eight hours of ongoing training annually. These eight or more hours may consist of policy and procedure review, tracking software training, or quality and compliance training. All trainings must be well documented, and electronic copies of the documented training must be kept with the company's records on each employee.

# Diversity Plan

## Goals

1. Maintain diversity in the company by setting a minimum percentage of diverse employees.
2. Foster a diverse company with employees of diverse demographics by incentivizing referrals of well-qualified diverse applicants.
3. Foster a strong sense of community and a comfortable working environment for the whole team.
4. Keep employees aware and considerate of their fellow employees' differences through proper training and seminars.

## Programs

1. Diverse Hiring Program
2. Diverse Referral Incentive Program
3. Mentor Program
4. Diversity Training

## Measurements

1. Green Thumb Growers' CCO will track the number of employees who are women, and the number of employees that are minorities, veterans, people with disabilities, and people identifying as LGBTQ+. Any time that an employee is hired, or an employee leaves the company for any reason, the CCO will ensure that at least 50% of employees are women; and that minorities, veterans, people with disabilities, and people identifying as LGBTQ+ comprise at least 25% of employees. If these diversity minimum ratios are not met, then all new hires must bring Green Thumb Growers closer to the above-listed diversity ratios until the ratios are met, and a new hire may not cause the diversity ratio to fall under the above-listed minimum ratios.
2. Green Thumb Growers' CCO will send a monthly notice to employees via email about our \$5,000 referral bonus as part of our Diverse Referral Incentive Program. These emails will be archived so that they may be easily compiled annually upon license renewal.
3. 100% of employees and executives will have two mentors, and they will meet one-on-one with at least one mentor each month, and both mentors in any two-month period. Each employee's mentors and mentees will be listed in the employee's file, and a separate document will be maintained by the CCO and easily-accessible in Green Thumb Growers' records that lists each employee, and who their mentors and mentees are. The list of all mentors and mentees will be updated within one week of all changes,

and may be presented annually upon license renewal.

4. 100% of employees will have recorded diversity training within one month of starting work at Green Thumb Growers, and 100% of employees will have recorded annual diversity training. Each employee will have a file with the trainings they have completed, and a separate file, overseen by the CCO, will be maintained with a list of all employees, the date they completed diversity training, and the date that each employee's annual training was completed along with a description of what that training consisted of. This document regarding completed diversity trainings may be presented annually upon license renewal.

## Overview

Green Thumb Growers fosters an inclusive work environment, and we hold ourselves to the standard of making sure every employee feels comfortable in the workplace and enjoys the workplace environment. All employees are equally welcome and deserving of respect in the workplace at Green Thumb Growers, regardless of race, religion, age, ability, gender, sexual orientation, or any other distinguishing factor. Our company was formed by a group that was anything but homogeneous. Of our five LLC managers, two managers are women and three managers are men. One manager is Hispanic, while two managers are Indian, and two are Caucasian. Our managers span a range of ages, with 32 years between the birth of our oldest LLC manager and that of our youngest LLC manager. Green Thumb Growers is an equal opportunity employer, and we will not distinguish potential employees for any reason besides their skill at the job for which they are applying, and their enthusiasm and desire to join our team. However, we also are passionate about repairing past and current hardships with the opportunities created by the legal marijuana industry, therefore we will work to increase opportunities by increasing the size of the applicant pool that fits the MA CCC's diversity demographics. This will be done through an employee referral incentive program.

It is relevant to note that according to our Host Community Agreement with the town of Dracut, Green Thumb Growers, LLC must use good faith efforts to hire Dracut residents to make up at least fifty percent of the employees except senior management. According to the census bureau's population estimates for July 1, 2018, 83.3% of the Dracut's residents reported as white alone. Green Thumb Growers will reach out to as many organizations as possible within all Dracut communities in order to communicate this hiring opportunity to all town residents. Green Thumb Growers will hire Dracut residents based on skill, experience, enthusiasm, and dedication. We will put in extra effort to inform diverse groups when we are hiring. According to information provided by the census bureau, there is a smaller population (<6% in each demographic) in Dracut of people who are Hispanic or Latino, Black or African American, or Pacific Islander. We will make every effort to reach out to organizations that may include a disproportionate number of people who belong to these demographics, to ensure that all Dracut residents are aware of this hiring opportunity and are represented appropriately.

All programs and goals listed in this document will adhere to the requirements set forth in 935 CMR 500.105(4) regarding permitted and prohibited advertising, branding, marketing, and sponsorship practices. Any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. The goals and measurements listed will be repeated annually, and documentation will be provided each year to demonstrate that we successfully met our goals. Green Thumb Growers will consider our diverse hiring program a success if we reach our hiring quotas by the end of the first year, and can continuously maintain it in the following years. The Diverse Referral Incentive Program can be maintained indefinitely, and the monthly notice sent out to employees and be regularly repeated and documented. Documentation regarding the Mentor Program and annual diversity trainings can demonstrate that those two goals are met annually as well. The progress of these plans must be documented annually upon renewal, which will occur one year from the date that a provisional license was received and each year following, and these plans can be readily documented and the goals can be repeated for following years.

## Diverse Hiring Program

Green Thumb Growers' Diverse Hiring Program will ensure that Green Thumb Growers cultivates a diverse staff. The Diverse Hiring Program sets a minimum percentage of employees to fall within different diverse populations. Green Thumb Growers will hire women to comprise at least 50% of the employees, and we will hire minorities, veterans, people with disabilities, and LGBTQ+ individuals such that at least 25% of our employees will be a member of one of those populations. These hiring quotas will be maintained each year, and we will report back to the Cannabis Control Commission whether or not we met our diversity hiring goal. This program will go hand-in-hand with the Diverse Referral Incentive Program described below, because that program should increase our applicant pool of diverse referrals. Any time that Green Thumb Growers advertises for the hiring of new employees, the advertisement will contain a statement encouraging diverse applicants to apply, or it will specify that we are only looking for applicants in the listed diverse groups if employees do not meet Green Thumb Growers' diversity ratio requirements. Advertisements will be placed in the local newspaper either monthly or weekly when we are hiring, depending on the number of applicants that are being considered at that time.

## Diverse Referral Incentive Program

Green Thumb Growers' Diverse Referral Incentive Program will offer a \$5,000 referral bonus to employees whose referral is hired if the person they referred matches one or more of the demographics listed by the MA CCC as diverse demographics: minorities, women, veterans, people with disabilities, and LGTBQ+ individuals.

Monthly notices will be emailed to all employees reminding everyone about our Diverse Referral Incentive Program. This program is meant to increase the proportion of our applicant pool in under-represented demographics while still employing those people that are the most qualified candidates for the job, as specified by our hiring policy.

## Mentoring

Starting a new job is difficult and stressful. This is true for all people regardless of race, gender, and sexual orientation. However, a new work environment can be particularly taxing for people who feel that their diversity sets them apart from their coworkers. We want everyone to feel welcome at Green Thumb Growers. We are a small team, and we want all future employees to feel as comfortable working with us as we do with each other. We do not currently anticipate needing to grow to more than 20 employees (current estimates show 14 employees), and so we want to cultivate a tight-knit team in addition to high quality cannabis. That is why we will be implementing a mentoring program for all employees. All employees will be assigned two mentors. One mentor will be a member of management. The other mentor will be a non-management employee. The majority of the Green Thumb Growers founding members have roles as cultivators as well. Management will be intermingled in the workplace, however, we wish to bridge the gap even further, so that all employees will have someone that they know they can talk to both on the management side and the non-management side of operations. The mentoring program is meant to keep people from feeling isolated, and mentors will be urged to watch out for employees seeming uncomfortable, unhappy, or isolated. We hope that this will give all employees a home base from which they can get to know everyone. All management staff, including officers, will also be given two mentors. We will try our best to assign a non-management employee mentor who works in an area where the management staffer has little experience, so that the mentor can have a teaching role in the mentor-mentee relationship.

## Diversity Training

All employees will be required to complete diversity training in the first month of their employment. In addition to the initial completion of diversity training, the entire company will partake in a diversity week once each fiscal year. The diversity exercise can be completion of another diversity training of the employees choosing, and we will provide resources to keep this process pain-free, but we will encourage employees to be creative about what they consider to be a diversity exercise. Examples we will offer include: one day of community service geared toward helping a diverse environment; writing a creative piece as a practice of empathy toward someone or some group that has a different experience than you; and planning and hosting an open discussion about diversity with coworkers. Both the diversity training and diversity exercise will be introduced and promoted by management so that it is treated with respect, provokes thought and discussion among the team, and is an enjoyable

## DIVERSITY PLAN

experience. Since it is a requirement each fiscal year, employees must also submit some form of documentation about the diversity exercise for approval to the CCO, and upon approval, the CCO must file the documentation in the employee's file.