



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR283033
Original Issued Date: 06/26/2020
Issued Date: 06/26/2020
Expiration Date: 06/26/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Major Bloom, LLC

Phone Number: 857-445-5232
Email Address: lauryclucien@gmail.com

Business Address 1: 76 Millbury Street
Business City: Worcester
Business State: MA
Business Zip Code: 01610
Business Address 2:
Mailing Address 1: 50 Loring St.
Mailing City: Hyde Park
Mailing State: MA
Mailing Zip Code: 02136
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes
Priority Applicant Type: Economic Empowerment Priority
Economic Empowerment Applicant Certification Number: EE202093
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: 44
Percentage Of Control: 44

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

First Name: Laury **Last Name:** Lucien **Suffix:**

Gender: Female **User Defined Gender:**

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

Specify Race or Ethnicity: Worcester

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 44 **Percentage Of Control:** 44

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

First Name: Ulysses **Last Name:** Youngblood **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 10 **Percentage Of Control:** 10

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

First Name: Tyrone **Last Name:** Gomes **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 2 **Percentage Of Control:** 2

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

First Name: Valentin **Last Name:** Faybushevich **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 5

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

Role: Employee **Other Role:** Chief Security Officer

First Name: Jerome **Last Name:** Hanley **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 6

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

Role: Other (specify) **Other Role:** Investor

First Name: Dariusz **Last Name:** Golemo **Suffix:**

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

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control:	Percentage of Ownership:	
Entity Legal Name: Hldr Group, LLC	Entity DBA:	DBA City:
Entity Description: Hldr Group, LLC is an entity formed to provide security and consulting services to the cannabis industry.		
Foreign Subsidiary Narrative:		
Entity Phone: 508-404-6642	Entity Email: jhanley@hldrgroup.com	Entity Website:
Entity Address 1: 100 Stockton Street, #22	Entity Address 2:	
Entity City: Chelsea	Entity State: MA	Entity Zip Code: 02150
Entity Mailing Address 1: 100 Stockton Street, #22	Entity Mailing Address 2:	
Entity Mailing City: Chelsea	Entity Mailing State: MA	Entity Mailing Zip Code: 02150

Relationship Description: The Hldr Group, LLC ("Hldr Group") is a security company founded to facilitate the success of the cannabis industry by providing top of the line security from seed to sale. The Hldr Group accomplishes this by coupling education with professional, experienced security personnel and systems. Although, Hldr Group uses a team approach to create and manage companies' security plans, Hldr Group has assigned Jerome Hanley to be Major Bloom's Chief Security Officer. Jerome Hanley is a former marine with extensive experience in security.

As Major Bloom's assigned Chief Security Officer, Jerome Hanley will be responsible for creating, implementing, and managing Major Bloom's Security policies and procedures.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Dariusz	Last Name: Golemo	Suffix:
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$140000 Percentage of Initial Capital: 100
Capital Attestation: Yes		

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

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

Owner First Name: Tyrone	Owner Last Name: Gomes	Owner Suffix:
Entity Legal Name: Albert Einstone's LLC	Entity DBA:	
Entity Description: Business entity granted a temporary approval to cultivate, manufacture, and distribute cannabis in Los Angeles, CA.		
Entity Phone: 213-590-5920	Entity Email: ty@alberteinstones.com	Entity Website:
Entity Address 1: 2353 East Olympic Blvd	Entity Address 2:	

Entity City: LA	Entity State: CA	Entity Zip Code: 90021	Entity Country: USA
Entity Mailing Address 1: 2353 East Olympic Blvd		Entity Mailing Address 2:	
Entity Mailing City: LA	Entity Mailing State: CA	Entity Mailing Zip Code: 90021	Entity Mailing Country: USA

Business Interest in Other State 2

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

Owner First Name: Laury	Owner Last Name: Lucien	Owner Suffix:
Entity Legal Name: Albert Einstone's LLC		Entity DBA:
Entity Description: Business entity granted a temporary approval to cultivate, manufacture, and distribute cannabis in Los Angeles, CA.		
Entity Phone: 213-590-5920	Entity Email: ty@alberteinstones.com	Entity Website:
Entity Address 1: 2353 East Olympic Blvd		Entity Address 2:
Entity City: LA	Entity State: CA	Entity Zip Code: 90021
Entity Mailing Address 1: 2353 East Olympic Blvd		Entity Mailing Address 2:
Entity Mailing City: LA	Entity Mailing State: CA	Entity Mailing Zip Code: 90021
		Entity Mailing Country: USA

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 76 Millbury St.

Establishment Address 2:

Establishment City: Worcester	Establishment Zip Code: 01610
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Approximate square footage of the establishment: 5000 How many abutters does this property have?: 43

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Fully executed HCA Certification.pdf	pdf	5da5fa1ab207f82b12a92563	10/15/2019
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Worcester Zoning Ordinance §17–10.15.pdf	pdf	5da9ef72b35b62300f5d7e59	10/18/2019
Community Outreach Meeting Documentation	Worcester Community Outreach Meeting Package v5_Redacted.pdf	pdf	5dfe48ab0aa7ba5339f6c5c0	12/21/2019

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	15. Positive Impact Plan Worcester Retail v5.pdf	pdf	5e12b5a738abaf57497ac2b0	01/05/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:
First Name: Laury Last Name: Lucien Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role:
First Name: Ulysses Last Name: Youngblood Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: Owner / Partner Other Role:
First Name: Tyrone Last Name: Gomes Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 4

Role: Owner / Partner Other Role:
First Name: Valentin Last Name: Faybushevich Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 5

Role: Employee Other Role:
First Name: Jerome Last Name: Hanley Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 6

Role: Other (specify) Other Role: Investor
First Name: Dariusz Last Name: Golemo 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	10-9-19 Certificate of Good Standing.pdf	pdf	5da9fef30724b82ff99cd5ec	10/18/2019

Articles of Organization	8-8-18 Certificate of Organization CCC APP.pdf	pdf	5daa008dba9d562b3e030970	10/18/2019
Articles of Organization	Statement re List of Execs and Managers.pdf	pdf	5daa02d4c9aebd2b498a83a4	10/18/2019
Bylaws	Operating Agreement 2-24-19.pdf	pdf	5daa02ebec4af12b5426a184	10/18/2019
Department of Revenue - Certificate of Good standing	12-26-19 Mass DOR Certificate of Good Standing - Major Bloom LLC.pdf	pdf	5e063f57cb8cc6573ebd1965	12/27/2019

No documents uploaded

Massachusetts Business Identification Number: 001314520

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Major Bloom - Plan to Obtain Liability Insurance.pdf	pdf	5daa2fa463788d2fee3151e3	10/18/2019
Business Plan	Worcester Retail Business Plan CCC Oct 2019.pdf	pdf	5daa45b590352a2b339ac705	10/18/2019
Proposed Timeline	Worcester Retail - Timeline.pdf	pdf	5e063fbdbb37d053183def50	12/27/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	1. Major Bloom - Plan for Obtaining Marijuana and Marijuana Products v2.pdf	pdf	5daa2fd973225f2fcd764a5d	10/18/2019
Restricting Access to age 21 and older	2. Prevention of Diversion to Individuals Younger than 21 YO.pdf	pdf	5daa3038b35b62300f5d7fc7	10/18/2019
Security plan	3. Security Plan .pdf	pdf	5daa3049572d3130006a32ad	10/18/2019
Prevention of diversion	4. Prevention of Diversion Policy and Procedures.pdf	pdf	5daa309dd5c8962b282da62f	10/18/2019
Storage of marijuana	5. Storage of Marijuana.pdf	pdf	5daa30bd6b4e192b1d27168b	10/18/2019
Inventory procedures	7. Inventory Policy and Procedures.pdf	pdf	5daa310490352a2b339ac6c6	10/18/2019
Quality control and testing	8. Quality Control and Testing V3.pdf	pdf	5daa3200572d3130006a32b4	10/18/2019
Dispensing procedures	9. Dispensing Policy & Procedures.pdf	pdf	5daa321ecdbfc22fc658beec	10/18/2019
Personnel policies including background checks	10. Personnel Policy and Procedures.pdf	pdf	5daa32744b00122fe399e083	10/18/2019
Record Keeping procedures	11. Record Keeping Policy & Procedures.pdf	pdf	5daa3299b35b62300f5d7fd2	10/18/2019
Qualifications and training	14. Qualifications and Training .pdf	pdf	5daa32fbec4af12b5426a2ba	10/18/2019
Transportation of marijuana	6. Transportation Policy and Procedures V2.pdf	pdf	5e064002d74bf6532ea00aa9	12/27/2019
Personnel policies including background checks	10a Staffing Plan and Records.pdf	pdf	5e06402def24345344e4f4e4	12/27/2019

Personnel policies including background checks	10b Alcohol Smoke & Drug Free Policy.pdf	pdf	5e06403b5e2d54535a9c2610	12/27/2019
Personnel policies including background checks	10c Plan for Maintaining Confidential Information.pdf	pdf	5e0640462f1a065311397086	12/27/2019
Personnel policies including background checks	10d employee dismissal for diversion or other act .pdf	pdf	5e064053bb37d053183def54	12/27/2019
Maintaining of financial records	12 Policies and Procedures for Maintenance of Financial Records.pdf	pdf	5e0640b7bb37d053183def58	12/27/2019
Diversity plan	13. Diversity Plan_V3.pdf	pdf	5e1e0630541f65570b94a3f0	01/14/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I 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

HOURS OF OPERATION

Monday From: 8:00 AM Monday To: 11:00 PM

Tuesday From: 8:00 AM Tuesday To: 11:00 PM

Wednesday From: 8:00 AM Wednesday To: 11:00 PM

Thursday From: 8:00 AM Thursday To: 11:00 PM

Date generated: 12/03/2020

Friday From: 8:00 AM	Friday To: 11:00 PM
Saturday From: 8:00 AM	Saturday To: 11:00 PM
Sunday From: 10:00 AM	Sunday To: 11:00 PM

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, Laury C. Lucien, (*insert name*) certify as an authorized representative of Major Bloom, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Worcester (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on July 9, 2019 (*insert date*).

Laury C. Lucien

Signature of Authorized Representative of Applicant

Host Community

I, Edward M. Augustus, Jr., (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for the city of Worcester (*insert name of host community*) to certify that the applicant and the city of Worcester (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on July 9, 2019 (*insert date*).

Edward M. Augustus, Jr.

Signature of Contracting Authority or
Authorized Representative of Host Community

Edward M. Augustus, Jr.
City Manager



MAJOR BLOOM, LLC

Subject: Plan to Remain Compliant with Worcester Zoning Ordinance, Article IV, § 15

A. Major Bloom's Marijuana Retailer shall comply with the provisions of Worcester Zoning Ordinance, Article IV, § 15

As outlined herein, Major Bloom respectfully submits that the proposed marijuana retailer will satisfy the requirements of the City of Worcester's Zoning Ordinance.

- 1. A Marijuana Establishment shall be permitted in the zoning districts determined by Table 4.1 and only then upon the issuance of a special permit by the Planning Board acting solely in accordance with the standards and procedures set forth in this section fifteen.**

According to Table 4.1, Major Bloom's proposed location is located within one of the areas of the City where Marijuana Retail Storefronts are allowed upon the issuance of a special permit. Worcester's special permit application requires proof of submission of the Marijuana Retailer CCC application. As such, Major Bloom shall submit its special permit application upon submitting Company's Marijuana Retailer application.

- 2. No special permit shall be granted for any Marijuana Establishment sited within a radius of 500 feet of a public or private, primary or secondary school, licensed daycare center, public library, public park or playground, nor for any Marijuana Storefront Retailer sited within a radius of five hundred feet of another Marijuana Storefront Retailer.**

Major Bloom's Marijuana Retailer is not located within 500 feet of a public or private, primary or secondary school, licensed daycare center, public library, public park or playground, or other Marijuana Storefront Retailer.

- 3. All aspects of a Marijuana Establishment relative to the cultivation, possession, processing, sales, distribution, dispensing or administration of marijuana, marijuana products, or related supplies must take place at a fixed location within a fully enclosed building and shall not be visible from the exterior of the building. A Marijuana Establishment shall not be located in a trailer, storage freight container, motor vehicle or other similar movable enclosure.**

All aspects of Major Bloom's business relative to its marijuana retail operation will be conducted within an existing, fully-enclosed building. The building is a permanent building and cannot be moved or transported. Retail activities will not be visible from the exterior of the building.

- 4. No outside storage of marijuana, marijuana products, or related supplies is permitted.**

Major Bloom shall not store any marijuana, marijuana products, or related supplies outside. All such items will be stored in secure, limited access areas located within the building.

5. **In no event shall a Marijuana Establishment be open to the public, nor shall any sale or other distribution of marijuana occur upon the premises or via delivery from the premises between the hours of 11p.m. and 8 a.m. Monday through Saturday and before 10 a.m. on Sundays.**

Major Bloom shall not engage in the retail sale of marijuana Monday through Saturday during the hours of 11:00 p.m. to 8:00 a.m. In addition, Company shall not engage in such sales before 10 a.m. on Sundays. Company's intended hours of operation are as follows:

- Monday – Saturday: 8 a.m. - 11 p.m.
- Sunday: 10 a.m. – 11 p.m.

In addition, Major Bloom shall not permit the delivery of any marijuana from its premises to consumers outside of Company's intended hours of operation.

6. **The Marijuana Establishment shall provide an odor control plan that provides for proper and adequate ventilation at such facilities in such a manner so as to prevent pesticides, insecticides or other chemicals used in the cultivation or processing of marijuana or marijuana related products from being dispersed or released outside the facilities. All resulting odors, smoke, vapor, fumes, gases and particulate matter from marijuana or its processing or cultivation shall be effectively confined to the premises or so disposed of so as to avoid any air pollution.**

As a Marijuana Storefront Retailer, Major Bloom will neither cultivate marijuana nor manufacture marijuana products. As such, the odors produced will be minimal. Nonetheless, Major Bloom will mitigate any odor emanating from the store by implementing the following procedures:

- a. Inventory Storage: Inventory will be stored in a specially-designated, limited access area in an odor-proof safe.
- b. Displayed Products: Products will be stored in odor-proof containers while in display cases.
- c. Point-of-Sale: Products will be sold in odor-proof containers and exit bags.

7. **The Marijuana Establishment shall provide for adequate and proper security at the premises so as to avoid, deter and prevent illegal activities from taking place upon or about the applicant's premises.**

Major Bloom's security policies and procedures meet and exceed the Cannabis Control Commission's security provisions contained in 935 CMR 500.110 and provide adequate and proper security at the premises to avoid, deter, and prevent illegal activities from taking place upon or about the premises. The following is a summary of some of the components of Major Bloom's security plan:

- a. Surveillance and Alarm System. Both the interior and exterior of Major Bloom's establishment will be under 24-hour surveillance and will be equipped with alarm systems, which connect directly with the Worcester Police Department.
- b. Security Personnel. Major Bloom will hire security personnel who will be present during all hours of operation.

- c. Limited Access Areas. When not in display cases, all marijuana will be stored in limited access areas, which are areas to which access has been limited to essential and required employees. These areas will be well lit and under constant surveillance.
 - d. Id Check. In order for any customer to be granted access to the establishment, the customer must present valid identification, confirming that the individual is at least 21 years of age. During the process of examining the license, security personnel will look for signs indicating that an individual may pose a threat to the safety of the customers and employees in the store.
 - e. Perimeter Check. Security will be instructed to conduct periodic sweeps of the establishment's perimeter for trespassers.
 - f. Work Closely with Police. Major Bloom will work closely with the Worcester Police Department to craft and update its security policy in a way that is most effective for the jurisdiction.
8. **No marijuana or marijuana product shall be smoked, eaten or otherwise consumed or ingested on the premises where sold. All Marijuana Establishments permitted under this section shall comply with all state and local laws, rules and regulations governing the smoking of tobacco.**

Major Bloom shall institute the following policies and procedures to comply with this requirement:

- a. Employee Handbook: Alcohol, Smoke, and Drug-Free Workplace policy. Major Bloom's Employee Handbook contains the Company's Alcohol, Smoke, and Drug-Free Workplace policy, which proscribes the consumption of marijuana and marijuana products on company premises. All new Major Bloom hires are required to undergo training before being permitted to commence work for the Company. Such training will include a thorough discussion of Company's Alcohol, Smoke, and Drug-Free Workplace policy, including penalties for violation of the policy.

The Employee Handbook will be made readily available to all Company employees. Any changes to the Alcohol, Smoke, and Drug-Free Workplace policy will be immediately communicated to all employees. Supervisors are expected to strictly enforce this policy.
- b. Ongoing Training. Major Bloom shall conduct periodic employee trainings, which reiterate the prohibition of onsite consumption of marijuana and marijuana products. Such training shall take place at least once per year.
- c. Signs. Major Bloom shall post signage in visible areas that proscribe onsite consumption of marijuana and marijuana products.
- d. Surveillance. Major Bloom employees shall surveil the store and its perimeter to identify individuals who might be consuming marijuana on the premises and reporting such consumption to appropriate security personnel. Any patron who is caught consuming marijuana on the premises will be banned from the establishment.

- e. Tobacco. Major Bloom will comply with all state and local laws, rules and regulations governing the smoking of tobacco. Nonetheless, under no circumstances will the smoking of tobacco products be permitted within the building.

9. No drive-through service shall be permitted at a Marijuana Establishment.

Major Bloom's retail establishment shall not have a drive-through window nor provide or offer any drive-through service. Please note that although customers will be permitted to place orders through Company's online platform, customers will have to physically go into the retail store to pick up their purchases and undergo all required photographic identification verification procedures.

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, Laury C. Lucien, (*insert name*) attest as an authorized representative of Major Bloom, 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 May 17, 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 May 10, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on May 10, 2019 (*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 May 10, 2019 (*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.

ATTACHMENT A

NEWSPAPER NOTICE

LEGAL NOTICES

MORTGAGEE'S SALE OF REAL ESTATE

Power of Sale contained in a certain mortgage given by Daniel J. Ferrantino and Gayle J. Ferrantino to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for First Magnus Financial Corporation, dated July 11, 2007 and recorded in Worcester County (Worcester District Registry of Deeds in Book 3746, Page 102, 10018, the "Mortgage") of which mortgage Nationalstar Mortgage LLC d/b/a Mr. Cooper is the present holder by assignment from Mortgage Electronic Registration Systems, Inc., as nominee for First Magnus Financial Corporation. Its successors and assigns to Nationalstar Mortgage LLC d/b/a Mr. Cooper dated November 16, 2018 recorded in Worcester County (Worcester District Registry of Deeds in Book 3747, Page 17, for breach of covenants of said mortgage and for the purpose of foreclosing the same the mortgage premises are located at 30 Burghardt Street, Worcester, MA 01604 will be sold at a Public Auction on 11:00 AM on June 4, 2019, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

The land with the buildings thereon situated in Worcester, Worcester County, Massachusetts, on the southerly side of Burghardt Street, shown as "Parcel 3," are 20,000 square feet, plus or minus, as a plan entitled "Plan of Land in Worcester, Mass., property of Lillian R. Ferrantino, Scale: 1" = 40', surveyed by Backstone Valley Survey and Engineering, Inc., (dated June 12, 1973, recorded in the Worcester District Registry of Deeds in Plan Book 414, Plan 45, and a further tract of land situated to the rear of said parcel being shown as a portion of lots 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 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1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 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2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 21

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
MAJOR BLOOM, LLC**

Notice is hereby given that Major Bloom, LLC will conduct a Community Outreach Meeting on the following matter on May 17, 2019 at Patsie Dugan's, located at 49 Millbury Street, Worcester, MA 01608 at 6:00 P.M. Major Bloom, LLC intends to apply for a retail Adult-use Marijuana license at 76 Millbury Street, Worcester, MA 01608 pursuant to M.G.L. Ch. 94G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult-use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare, or other conditions likely to cause nuisance.

Community members will be permitted and are encouraged to ask questions and receive answers from representatives of Major Bloom, LLC.

A copy of this notice is on file with the City Clerk, Planning & Regulatory Services, and City Council, all located at City Hall, 455 Main Street, Worcester, MA 01608. In addition, a copy of this Notice was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred 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.

ATTACHMENT B

MUNICIPAL NOTICE

**LAURY C.
LUCIEN**

50 Loring St., Hyde Park, MA 02136 | 857-445-5232 | lauryclucien@gmail.com

Friday May 10, 2019

Susan M. Ledoux, City Clerk
City Hall Room 206
455 Main Street
Worcester, MA 01608

RE: Major Bloom, LLC – Notice of Community Outreach Meeting

Dear Ms. Ledoux:

On behalf of Major Bloom, LLC, please find enclosed notice of a community outreach meeting regarding company's intent to apply for retail Adult-use Marijuana Establishment license at 49 Millbury Street, Worcester, MA 01608. The meeting will be held on May 17, 2019 Patsie Dugan's, located at 49 Millbury Street, Worcester, MA 01608 at 6:00 P.M. Please do not hesitate to contact me if you have any questions.

Sincerely,

Laury C. Lucien

Laury C. Lucien
Managing Partner
Major Bloom, LLC
Tel: 857-445-5232
Email: lauryclucien@gmail.com

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**LAURY C.
LUCIEN**

50 Loring St., Hyde Park, MA 02136 | 857-445-5232 | lauryclucien@gmail.com

May 10, 2019

Stephen S. Rolle, P.E., Assistant Chief Development Officer
Division of Planning and Regulatory Services
City Hall Room 404
455 Main Street
Worcester, MA 01608

RE: Major Bloom, LLC – Notice of Community Outreach Meeting

Dear Sir:

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Sincerely,

Laury C. Lucien

Laury C. Lucien
Managing Partner
Major Bloom, LLC
Tel: 857-445-5232
Email: lauryclucien@gmail.com

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**LAURY C.
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May 10, 2019

City Council
City Hall Room 206
455 Main Street
Worcester, MA 01608

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REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
MAJOR BLOOM, LLC**

Notice is hereby given that Major Bloom, LLC will conduct a Community Outreach Meeting on the following matter on May 17, 2019 at Patsie Dugan's, located at 49 Millbury Street, Worcester, MA 01608 at 6:00 P.M. Major Bloom, LLC intends to apply for a retail Adult-use Marijuana license at 76 Millbury Street, Worcester, MA 01608 pursuant to M.G.L. Ch. 94G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult-use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare, or other conditions likely to cause nuisance.

Community members will be permitted and are encouraged to ask questions and receive answers from representatives of Major Bloom, LLC.

A copy of this notice is on file with the City Clerk, Planning & Regulatory Services, and City Council, all located at City Hall, 455 Main Street, Worcester, MA 01608. In addition, a copy of this Notice was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred 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.

MILLBURY STREET: PROPOSED MARIJUANA ESTABLISHMENT FOR MAJOR BLOOM

EVENT DETAILS




Description

This is a hearing to site a Marijuana Establishment at 76 Millbury Street, Worcester, MA. Please be aware this meeting is not : by the City of Worcester and is a privately organized hearing.

Time

Friday, May 17, 2019 • 6:00 PM

Where?

tsie Dugan's, 49 Millbury Street -  Map It



Worcester is known as the "Heart of the Commonwealth". Named after the city of Worcester, England, the town was incorporated June 14, 1722 and chartered as a city on February 29, 1848.

ATTACHMENT C

ABUTTERS NOTICE

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
MAJOR BLOOM, LLC**

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© 2006 The Authors

Variance: _____ Special Permit: _____ Planning: _____ Definitive Plan: _____
Liquor: _____ ConComm: _____ Hist: _____ Other (Specify): X CANABIS

ATTACHMENT C

Certified by:

4-25-2019

ATTACHMENT C



Major Bloom, LLC
Application of Intent

WORCESTER RETAIL

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

I. INTRODUCTION

Major Bloom, LLC (“Major Bloom”) understands and appreciates the magnitude of the privilege of being able to legally participate in the cannabis industry. The history of prohibition and the corresponding war on drugs have devastated communities throughout this country. We think that it is incumbent upon businesses operating in the cannabis industry to serve the communities that have been impacted by the unjust war on drugs. As such, we created the Economic Bloom Initiative (the “Initiative”), which is an initiative designed to redress key issues resulting from disproportionate rates of arrest and incarceration.

The Initiative is designed to positively impact the following neighborhoods of direct impact the Green Island neighborhood in Worcester (census tract #: 7317, Worcester County) and the Roxbury neighborhood of Boston (census tract #: 804.01 Suffolk County).

II. RESPONSIBLE PARTY: ECOCOMIC BLOOM INITIATIVE COORDINATOR

Major Bloom will hire an Economic Bloom Initiative Coordinator (“Coordinator”) to implement and oversee the Initiative. As part of his/her role, the Coordinator will be responsible for:

1. Understanding the needs of disproportionately impacted communities and developing solutions and strategies for meeting those needs;
2. Overseeing Major Bloom’s community impact programming; and
3. Working with the President to assess Major Bloom’s environmental impact in order to develop methods to reduce such impact.

III. GOALS

1. **Target Populations.** Major Bloom’s Initiative is designed to aid the following target populations:
 - a. Past or present residents of geographic “areas of disproportionate impact;
 - b. Massachusetts residents who have past drug convictions; and
 - c. Massachusetts residents with parents or spouses who have drug convictions.
2. **Goals.** The Economic Bloom Initiative has the following goals:
 - a. Providing mentoring, professional, and technical services to individuals and businesses facing systemic barriers.
 - b. Promoting sustainable, socially and economically reparative practices in the MA cannabis industry by giving hiring preference to individuals from target populations.



IV. PROGRAMS

1. Mentoring, Professional, and Technical services

a. Employment Search Assistance

Major Bloom intends to arm impacted individuals with the necessary tools to succeed in employment search by conducting two (2) workshops during its first year of business to educate candidates on the employment search process. Experts will be present to conduct workshops regarding effective methods for searching for employment, resume-writing, cover letter-writing, and the art of interviewing.

Major Bloom's Economic Bloom Initiative Coordinator will work with businesses to help connect workshop attendees with suitable employment opportunities.

b. Business Development Workshops

Major Bloom will conduct two (2) workshops in its first year of business that will teach entrepreneurs how to structure and develop their business models and strategies. Experts will be present to help entrepreneurs navigate the various stages of building a business. Our intent is to help create successful businesses, which will create jobs, and, ultimately, reduce unemployment.

c. Proposed Locations for Workshops

Major Bloom's Initiative Coordinator will be tasked with securing locations for the workshops. Though some events may not take place in Roxbury and Green Island, they will be advertised in those communities on platforms designed to reach individuals from those communities. The following are the current proposed workshop locations:

- 1) Worcester:** Unless Major Bloom's Initiative Coordinator secures an alternative location, Major Bloom intends to use Clearly Coworking to host its workshops. Clearly Coworking is a shared co-working facility that has space available for the public to rent for large meetings. Major Bloom has previously used Clearly Coworking to hold its community outreach meeting for another proposed marijuana establishment in Worcester.
- 2) Boston:** Unless Major Bloom's initiative Coordinator secures an alternative location, Major Bloom intends to hold workshops at the following locations:
 - a) Mattapan:** Co-working space at 1601 Blue Hill Ave, Mattapan, MA. Major Bloom's CEO currently rents an office from the facility, and, as such, will be granted access to the meeting rooms for Major Bloom's workshops and
 - b) Roxbury:** The Codman Square Branch of the Boston Public Library. Based on conversations with the library, a simple application is required to secure the event space.

2. Promoting sustainable, socially and economically reparative practices in the cannabis industry in Massachusetts



a. Hire Employees from Areas of Disproportionate Impact

For every employment opportunity that Major Bloom has available, Major Bloom will attempt to fill the position with a person from a disproportionately impacted community before filling the position with any other person. Our goal is to obtain at least 80% of our workforce from disproportionately impacted communities.

To procure talent from said communities, Major Bloom will advertise employment opportunities on media platforms known to reach those communities. Such platforms may include LinkedIn, Instagram, Facebook, and local newspapers. Major Bloom will focus its search in Boston, Brockton, Taunton, New Bedford, Randolph, and Worcester. Note that with regard to Boston and Worcester, Major Bloom will recruit from the areas designated as areas of direct impact in the Cannabis Control Commission's *Guidance for Identifying Areas of Disproportionate Impact*. In addition, if necessary, Major Bloom will acquire the service of a talent acquisition agency to procure talent from impacted communities.

V. MEASUREMENTS

Major Bloom shall use the following metrics to measure the success of its Economic Bloom Initiative:

- 1. Employment Search Assistance Workshops**
 - a. Number and subject matter of workshops offered and
 - b. Number of individuals attending the employment search assistance workshops.
- 2. Business Development Workshops**
 - a. Number and subject matter of trainings offered and
 - b. Number of workshops attended by individuals from target populations.
- 3. Hire Employees from Worcester, Boston, Brockton, Taunton, New Bedford, and Randolph**

Number of employees hired, retained, or promoted that come from target populations.

VI. ACKNOWLEDGMENTS

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

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



William Francis Galvin
Secretary of the
Commonwealth

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

October 9, 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

MAJOR BLOOM, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 8, 2018.**

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: **LAURY C. LUCIEN, ULYSSES YOUNGBLOOD, TYRONE GOMES, VALENTIN FAYBUSHEVICH**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **LAURY C. LUCIEN, ULYSSES YOUNGBLOOD, TYRONE GOMES, VALENTIN FAYBUSHEVICH**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **LAURY C. LUCIEN, ULYSSES YOUNGBLOOD**

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



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: 001340459

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

2a. Location of its principal office:

No. and Street: 50 LORING ST.
 City or Town: BOSTON State: MA Zip: 02136 Country: USA

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

No. and Street: 50 LORING ST.
 City or Town: BOSTON State: MA Zip: 02136 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:

ELECTRONIC COMMERCE BUSINESS AND ANY LAWFUL BUSINESS FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: LAURY C. LUCIEN
 No. and Street: 50 LORING ST.
 City or Town: BOSTON State: MA Zip: 02136 Country: USA

I, LAURY C. LUCIEN 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	LAURY C. LUCIEN	50 LORING ST. BOSTON, MA 02136 USA
MANAGER	ULYSSES YOUNGBLOOD	53 DENVER TER. WORCESTER, MA 01604 USA
MANAGER	EDWARD PHIPPS	944 BEDFORD ST. ABINGTON, MA 02351 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	LAURY C. LUCIEN	50 LORING ST. BOSTON, MA 02136 USA
REAL PROPERTY	ULYSSES YOUNGBLOOD	53 DENVER TER. WORCESTER, MA 01604 USA
REAL PROPERTY	EDWARD PHIPPS	944 BEDFORD ST. ABINGTON, MA 02351 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of August, 2018,
LAURY C. LUCIEN
(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:

August 08, 2018 08:32 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

MAJOR BLOOM, LLC
Management and Operations Profile & Application of Intent

Statement Regarding Executives, Managers, Persons or Entities Having Direct or Indirect Authority Listed on Major Bloom's Certificate of Organization

I. Brief Response

The individuals listed in Major Bloom's Application of Intent are an accurate portrayal of Company's current Members and Managers. Tina Lin Huber, Andrea Sauve, and Edward Phipps were excluded from the Application of Intent because they are no longer members and managers of the organization and no longer have any relationship to the organization. As indicated on Certificate ID#:001340459, *attached as Exhibit C*, Major Bloom currently has the following Members and Managers:

- Laury C. Lucien;
- Ulysses Youngblood;
- Valentin Faybushevich; and
- Tyrone Gomes.

II. Brief Explanation

There are two Certificates of Organization ("Certificate") listed on the Secretary of the Commonwealth's ("SOC") website for Major Bloom - Certificate of Organization ID#:001314520, *attached as Exhibit A*, and Certificate of Organization ID#:001340459.

Certificate of Organization ID#:001314520 was cancelled on August 8, 2018; Certificate of Organization ID#:001340459 was filed on August 8, 2018, is still active, and lists the aforementioned individuals as Members and Managers.

A. Certificate of Organization ID#: 001314520

1. Certificate of Organization

Certificate ID#: 001314520 was filed on February 23, 2018 and lists the following individuals as Members and Managers of the organization:

- Tina Lin Huber;
- Laury C. Lucien;
- Edward Phipps;
- Andrea Sauve; and
- Ulysses Youngblood.

2. Certificate of Cancellation

Certificate ID#: 001314520 was cancelled on August 8, 2018 with the filing of a Certificate of Cancellation, *attached as Exhibit B*, and is therefore no longer an active organization.

B. Certificate of Organization ID#:001340459

1. Certificate of Organization; Resignation of Andrea Sauve and Tina Lin Huber

Certificate ID#:001340459 was filed on August 8, 2018. Andrea Sauve and Tina Lin Huber resigned from the organization in July of 2018, and, as such, were not listed as Members or Managers on Certificate ID#:001340459. When filed, the Certificate listed the following individuals as Members and Managers of the organization:

MAJOR BLOOM, LLC
Management and Operations Profile & Application of Intent

- Laury C. Lucien;
- Ulysses Youngblood; and
- Edward Phipps.

2. Resignation of Edwards Phipps; Certificate of Amendment

Edward Phipps resigned from the organization in August of 2018.

On February 22, 2019, a Certificate of Amendment, *attached as Exhibit D*, was filed with the SOC, removing Edward Phipps as a Member and Manager of the organization and adding Tyrone Gomes and Valentin Faybushevich as Members and Managers.

III. Conclusion

Andrea Sauve, Tina Lin Huber, and Edward Phipps are not current members, managers, or affiliates of Major Bloom, LLC, and, as such, do not need to be included in Major Bloom, LLC's Marijuana Retailer application.

Major Bloom currently has the following Members and Managers:

- Laury C. Lucien;
- Ulysses Youngblood;
- Valentin Faybushevich; and
- Tyrone Gomes.

OPERATING AGREEMENT

OF

Major Bloom, LLC

a Massachusetts Limited Liability Company

Effective as of August 8, 2018

OPERATING AGREEMENT

MAJOR BLOOM, LLC

This Operating Agreement is effective as of the 8th day of August 2018 between: Laury Carwinchelle Lucien, Ulysses Youngblood, Tyrone Gomes and Valentin Faybushevich (collectively referred to as the "Members").

RECITALS:

WHEREAS, the Members propose to form a venture to engage in the business set forth in Article III hereof in the form of a limited liability company organized pursuant to the provisions of the Massachusetts Limited Liability Act; and

WHEREAS, the Certificate of Organization of MAJOR BLOOM, LLC was filed with the Secretary of State of the Commonwealth of Massachusetts on August 8, 2018.

NOW, THEREFORE, the Members agree as follows:

ARTICLE I.

DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Affiliate" means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by, or under common control with such Person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting interests or securities of such Person, (iii) any officer, director, or general partner of such Person, or (iv) any Person who is an officer, director, general partner, trustee, or holder of ten percent (10%) or more of the voting interests of any Person described in clauses (i) through (iii) of this sentence. For purposes of this definition, the term "controls," "is controlled by," or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting rights, by contract or otherwise.

"Capital Account" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to the date in question pursuant to Article VII.

"Capital Contribution" shall mean the cash, cash equivalents or the agreed fair market value of Property which a Member contributes to the Company, net of any liabilities secured by such contributed property to which the Company is considered to have assumed or taken subject, whenever made.

"Certificate of Organization" shall mean the Certificate of Organization of MAJOR BLOOM, LLC, as filed with the Secretary of the Commonwealth of Massachusetts, as the same may be amended from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of superseding federal revenue laws.

"Company" shall refer to MAJOR BLOOM, LLC.

"Company Accounting Year" shall mean and refer to the twelve (12)-month period ending December 31 of each year, which shall constitute the accounting year of the Company.

"Deficit Capital Account" shall mean with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

(a) credit to such Capital Account of any amount which such Member is obligated to restore under Section 1.704-1(b)(2)(ii)(c) of applicable Treasury Regulations, as well as any addition thereto pursuant to the next to last sentence of Sections 1.704-2(g)(1) and 2(i)(5) of the Treasury Regulations, after taking into account thereunder any changes during such year in "partnership minimum gain" (as defined and determined in accordance with Section 1.704-2(d) of the Treasury Regulations) and in the minimum gain attributable to any "partner nonrecourse debt" (as defined and determined under Section 1.704-2(i)(3) of the Treasury Regulations); and

(b) debit to such Capital Account of the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

This definition of Deficit Capital Account is intended to comply with the provisions of Sections 1.704-1(b)(2)(ii)(d) and 1.704-2 of the Treasury Regulations, and will be interpreted consistently with those provisions.

"Depreciation" means, for each fiscal year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such fiscal year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such fiscal year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such fiscal year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at beginning of such fiscal year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Manager.

"Distributable Cash" means all cash, revenues and funds received by the Company, less the sum of the following, to the extent paid or set aside by the Company: (a) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (b) all cash expenditures incurred incident to the normal operation of the Company's business; and (c) such Reserves as the Manager deems reasonably necessary to the proper operation of the Company's business.

"Economic Interest" shall mean a Member's share, based on such Member's Unit ownership, of the Company's Net Profits, Net Losses and distributions of the Company's assets determined pursuant to Article VIII of this Operating Agreement and the Massachusetts Act, but

shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Manager.

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

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

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Manager, provided that if the contributing Member is a Manager, the determination of the fair market value of any other contributed asset shall require the consent of the other Members;

(b) the Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager as of the following times: (i) the acquisition of an additional interest by any new or existing Member in exchange for more than a de minimis contribution of property (including money); (ii) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for a Membership Interest or Economic Interest; and (iii) the liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations; provided, however, that adjustments pursuant to clauses (i) and (ii) above shall be made only if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) the Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the Manager, provided, that if the distributee is the Manager, the determination of the fair market value of the distributed asset shall require the consent of the other Members; and

(d) the Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets made pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations and Article VII, Section 3 of this Agreement and under subparagraph (d) of the definition of Net Profits and Net Losses herein; provided, however, that Gross Asset Values shall not be adjusted pursuant to this definition to the extent the Manager determines that an adjustment pursuant to subparagraph (b) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (a), (b) or (d) of this definition, then such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

"Manager" shall mean each Person who is designated as Manager pursuant to this Operating Agreement.

"Massachusetts Act" shall mean the Massachusetts Limited Liability Company Act at Mass. Gen. Laws ch. 156C §§ 1, et seq, and all amendments thereto.

"Member" shall mean each of the Members who execute this Operating Agreement as Members and each party who may hereafter become a Member. To the extent any Manager has purchased Membership Interests in the Company, she will have all the rights of a Member with respect to such Membership Interests, and the term "Member" as used herein shall include a Manager to the extent she has acquired such Membership Interests in the Company.

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

"Net Profits" and "Net Losses" shall mean an amount equal to the Company's net taxable income or loss for the subject fiscal year as determined in accordance with U.S. generally accepted accounting principles, consistently applied in accordance with the past practices of the Company, for federal income tax purposes (including separately stated items) in accordance with Code Section 703 with the following adjustments:

(a) any items of income, gain, loss and deduction allocated to Members pursuant to Article VII, Section 3 hereof shall be excluded;

(b) any income of the Company that is exempt from federal income tax and not otherwise taken into account in Net Profits and Net Losses shall be added;

(c) any expenditure of the Company described in Code Section 705(a)(2)(B) and not otherwise taken into account in Net Profits and Net Losses shall be subtracted;

(d) any adjustment in the Gross Asset Value of any Company asset pursuant to subparagraph (b) or (c) of the definition of Gross Asset Value herein shall be taken into account as gain or loss from the disposition of such asset in Net Profits and Net Losses;

(e) gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed with reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(f) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year; and

(g) if and to the extent: (i) an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Section 1.704-1(b)(2)(iv)(m)(4) of the Treasury Regulations, to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Membership Interest or Economic Interest, then the amount of such adjustment shall be treated as an item of gain and (ii) the adjustment decreases the basis of the asset from the disposition of the asset and shall be taken into account in Net Profits or Net Losses.

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

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

"Property" shall mean any property real or personal, tangible or intangible (including goodwill), including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

"Reserves" shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves. Reserves shall be maintained in amounts deemed sufficient by the Manager for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

"Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Certificate of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

"Units" shall mean units of the Company, as set forth on Schedule A attached hereto.

"Unvested Interest" shall mean Units of the Company issued to Members that are subject to forfeiture as described in Article VI hereof.

ARTICLE II.

FORMATION

1. Formation. Effective on August 8, 2018, the Company was organized as a Massachusetts limited liability company by executing and delivering the Certificate of Organization to the Secretary of the Commonwealth of Massachusetts in accordance with and pursuant to the Massachusetts Act.

2. C Corporation Election. The Members and the Managers intend that the Company shall not be a joint venture or partnership (including a limited partnership, a limited liability

partnership or a limited liability limited partnership) for federal and state income tax purposes and that this Agreement shall be construed and interpreted in furtherance of such intent. The Members and the Managers elect that the Company be taxed for federal and state income tax purposes as a C Corporation under the rules of 26 C.F.R. § 301.7701-3, by filing Form 8832, Entity Classification Election, no later than 75 days after filing the Articles of Organization. The Managers, and each of the Members and any assignee or transferee of a Member, shall maintain the election by the Members that the Company be taxable as an C Corporation unless the Members vote to terminate such C Corporation election pursuant to the applicable rules.

3. Name. The name of the company is MAJOR BLOOM, LLC.

4. Principal Place of Business. The principal place of business is 141 West Boylston Street, Worcester, MA 01606. The Company may locate its place of business and registered office at any other place or places as the Managers may from time to time deem advisable.

5. Company Office and Resident Agent. The Company's initial office shall be at the office of its resident agent at 50 Loring Street, Hyde Park, Massachusetts 02136, and the name of its resident agent at such address is Laury Carwinchelle Lucien. The Company's office and resident agent may be changed from time to time by filing the address of the new office and/or the name of the new resident agent with the Secretary of the Commonwealth of Massachusetts pursuant to the Massachusetts Act.

6. Term. The term of the Company commenced on the date of filing of the Certificate of Organization with the Secretary of the Commonwealth of Massachusetts and shall continue until dissolved in accordance with either the provisions of this Operating Agreement or the Massachusetts Act.

ARTICLE III.

BUSINESS OF COMPANY

The business of the Company shall be to accomplish any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets, and to exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Massachusetts Act.

ARTICLE IV.

NAME AND ADDRESS OF THE MEMBERS

The name and address of the initial Members are as follows:

NAME	ADDRESS
Laury C. Lucien	50 Loring Street Hyde Park, MA 02136
Ulysses Youngblood	53 Denver Ter. Worcester, MA 01604
Tyrone Gomes	14335 Huston St. Sherman Oaks, CA 91423
Valentin Faybushevich	121 Beach St. Sharon, MA 02067

ARTICLE V.

MEMBERS

1. Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Massachusetts Act, and other applicable law.
2. Company Debt Liability. A Member will not be personally liable for any debts or losses of the Company beyond her respective Capital Contributions to the Company except as otherwise required by law.
3. List of Members. Upon written request of any Member, Managers shall provide a list showing the names, addresses, Membership Interests and Economic Interests of all Members.
4. Voting Rights of Members. Except as otherwise set forth in this Operating Agreement, the Members shall have no rights whatsoever regarding the management of the Company. All Company decisions shall be made by the Managers.
5. Company Books. In accordance with Article X, Section 1 hereof, the Managers shall maintain and preserve, during the term of the Company, and for five years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's expense.
6. Priority and Return of Capital. Except as may be expressly provided in Article VII hereof, no Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Article V, Section 6 shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

7. Members' Decisions. The following decisions may be made by Members holding a majority of the outstanding Units in the Company:

- (a) merger of the Company;
- (b) sale of all or substantially all of the assets of the Company; and
- (c) amendment to the Company's Certificate of Organization.

8. No Exclusive Duty to Company. Members may have other business interests and may engage in other activities in addition to those relating to the Company and may compete, directly or indirectly, with the general business of the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of another Member or to the income or proceeds derived therefrom. A Member shall not incur any liability to the Company or to any other Member as a result of engaging in any other business or venture.

9. Additional Members. From the date of the formation of the Company, any Person acceptable to the Members may become a Member in this Company either (a) by the issuance by the Company of Membership Interests for such consideration as Members holding a majority of the outstanding Units in the Company shall determine, or (b) as a transferee of a Member's Membership Interest or any portion thereof upon the consent of Members holding a majority of the outstanding Units in the Company, subject to the terms and conditions of this Operating Agreement. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager may, at its option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Code Section 706(d) and the Treasury Regulations promulgated thereunder.

This Operating Agreement will be binding upon any person who becomes an Additional Member of the Company by any method, and the Additional Member will, if requested by the Members holding a Majority Interest, execute a counterpart of this Operating Agreement. The parties agree to require the execution of a counterpart of this Operating Agreement by any Assignee as a precondition to the effectiveness of any transfer as provided in Article XI of this Operating Agreement.

10. Resignation. Members may resign at any time upon no less than six (6) months' prior written notice to the Company at its Office in the Commonwealth as set forth in the Certificate of Organization filed in the office of the Secretary of the Commonwealth and to each member and each manager at each other member's and each manager's address as set forth on the records of the Company as of the date of the notice.

11. Death or Incompetence of Member. If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his person or his property, the member's executor, administrator, guardian, conservator or other legal representative may utilize the Member's economic interest in the Company to settle his estate or administer his property. Such executor, administrator, guardian, conservator or other legal representative shall

have no right beyond those included with the economic interest and shall have no right to engage in the management activities of the Company.

ARTICLE VI.

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

1. Units. A Member's Membership Interest will be represented by Units. Company shall issue one million (1,000,000) Membership Units.

2. Vesting of Membership Units. All Membership Interests issued to Members will constitute Unvested Interests. If any Member ceases to provide services to the Company, resigns from the Company, or is terminated from service with the Company by a majority vote of the Members according to their respective ownership interests, with or without cause or good reason, at any time prior to the Full Vesting Date (the "Termination Date"), none of the Terminated Member's additional shares shall vest. The Terminated Member's shares remaining unvested as of the Termination Date shall be returned to the Company in accordance with the below vesting schedule.

- (a) Vesting Schedule. Sixty percent (60%) of each Member's membership interest in the Company shall vest upon Company obtaining final licenses from the CCC for the following marijuana establishments: (1) Marijuana Retailer; (2) Marijuana Cultivator; and (3) Marijuana Product Manufacturer. Except as otherwise indicated, the remaining membership interest shall vest pursuant to a two (2) year vesting schedule beginning on the date that Company's final licenses are issued. If the final licenses are issued on separate dates, vesting shall begin on the date of the latest dated license. The membership interest shall vest 1/24th per month in exchange for consecutive service to the Company. Members shall all reasonably agree to the definition of "consecutive service" for purposes of this vesting schedule.
- (b) Economic Interests. The Vesting provision of this Article VI, Section 3 also applies to economic interests that are issued independent of management rights.
- (c) Effect of Liquidity Event. If all Members are still fully involved with the business and a liquidity event (i.e. sale to a third party, an initial public offering, or other liquidity event) occurs, 100% vesting will occur immediately.

3. Members' Initial Capital Contribution. The Members shall contribute to the Company as their Initial Capital Contribution such amount as is set forth on Schedule A attached hereto, and shall receive therefore the number of Units indicated on Schedule A.

4. Additional Contributions. In addition to the Initial Capital Contribution, the Member may, but shall not be obligated to, make additional Capital Contributions from time to time, in its discretion.

5. No Interest on Capital Contributions. No interest will be paid on capital contributions.

6. Capital Accounts. A separate Capital Account will be maintained for each Member, as follows:

(a) Increase in Capital Account. Each Member's Capital Account will be increased by:

(i) the amount of money contributed by such Member to the Company;

(ii) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such property that the Company is considered to assume or take subject to under the provisions of Code Section 752);

(iii) allocations to such Member of Net Profits;

(iv) any items in the nature of income and gain which are specially allocated to the Member pursuant to paragraphs (a), (b), (c), (d) and/or (e) of Article VI, Section 7 hereof; and

(v) allocations to such Member of income described in Code Section 705(a)(1)(B).

(b) Decrease in Capital Account. Each Member's Capital Account will be decreased by:

(i) the amount of money distributed to such Member by the Company;

(ii) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such property that such Member is considered to assume or take subject to under the provisions of Code Section 752);

(iii) allocations to such Member of expenditures described in Code Section 705(a)(2)(B);

(iv) any items in the nature of deduction and loss that are specially allocated to the Member pursuant to paragraphs (a), (b), (c), (d) and/or (e) of Article VI, Section 7 hereof; and

(v) allocations to the account of such Member of Net Losses.

(c) Sale or Transfer of Membership Interest or Economic Interest. In the event of a permitted sale or exchange of a Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the

extent it relates to the transferred Membership Interest or Economic Interest in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

(d) Liquidation of Company. Upon liquidation of the Company (or any Member's Membership Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid in accordance with Article XIII, Section 3(B) hereof. The Company may offset damages for breach of this Operating Agreement by a Member whose interest is liquidated (either upon the withdrawal of the Member or the liquidation of the Company) against the amount otherwise distributable to such Member.

(e) Deficit Balance. Except as otherwise required in the Massachusetts Act (and subject to Sections 4 and 5 of Article VI hereof), no Member shall have any liability to restore all or any portion of a deficit balance in such Member's Capital Account.

7. Withdrawal or Reduction of Members' Contributions to Capital.

(a) A Member shall not receive out of the Company's property any part of such Member's Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member, regardless of the nature of such Member's Capital Contribution, has only the right to demand and receive cash in return for such Member's Capital Contribution.

8. Interest On and Return of Capital Contributions. No Member shall be entitled to interest on such Member's Capital Contribution or to return of such Member's Capital Contribution, except as otherwise specifically provided for herein.

ARTICLE VII.

ALLOCATIONS AND DISTRIBUTIONS

1. Members' Initial Economic Interest in Company. The Members' initial Economic Interest in the Company shall be as set forth on Schedule A attached hereto. Such Economic Interest shall vest and be conditioned upon the terms set forth on Schedule A, consistent with Article VI.

2. Allocation of Profits and Losses from Operations. The Net Profits and Net Losses of the Company for each fiscal year will be allocated in accordance with each Member's Economic Interest in the Company.

3. Special Allocations to Capital Accounts and Certain Other Income Tax Allocations. Notwithstanding the provisions of Article VII, Section 2 hereof:

(a) In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury

Regulations, which create or increase a Deficit Capital Account of such Member, then items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for each year, and if necessary, for subsequent years) shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Deficit Capital Account so created as quickly as possible. This Article VII, Section 3(a) is intended to comply with the alternate test for economic effect set forth in Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

(b) In the event any Member would have a Deficit Capital Account at the end of any Company taxable year which is in excess of the sum of any amount that such Member is obligated to restore to the Company under Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations and such Member's share of "minimum gain," as defined in Section 1.704-2(g)(1) of the Treasury Regulations (which is also treated as an obligation to restore in accordance with Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations), the Capital Account of such Member shall be specially credited with items of Company income (including gross income) and gain in the amount of such excess as quickly as possible.

(c) Except as otherwise provided in Section 1.704-2(i)(4) of the Treasury Regulations, and notwithstanding any other provision of this Article VII, Section 3, if there is a net decrease in the Company's "minimum gain," as defined in Section 1.704-2(d) of the Treasury Regulations, during a taxable year of the Company, then the Capital Accounts of each Member shall be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to that Member's share of the net decrease in Company minimum gain. This Article VII, Section 3(c) is intended to comply with the "minimum gain chargeback" requirement set forth in Section 1.704-2 of the Treasury Regulations and shall be interpreted consistently therewith. If in any taxable year that the Company has a net decrease in the Company's minimum gain, if the minimum gain chargeback requirement would cause a distortion in the economic arrangement among the Members and it is not expected that the Company will have sufficient other income to correct that distortion, the Manager may at his or her discretion (and shall, if requested to do so by a Member) seek to have the Internal Revenue Service waive the minimum gain chargeback requirements in accordance with Section 1.704-2(f)(4) of the Treasury Regulations.

(d) Items of Company loss, deduction and expenditures described in Code Section 705(a)(2)(B) which are attributable to any nonrecourse debt of the Company and are characterized as partner (Member) nonrecourse deductions under Section 1.704-2(i) of the Treasury Regulations shall be allocated to the Members' Capital Accounts in accordance with said Section 1.704-2(i) of the Treasury Regulations.

(e) Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Section 1.704-2(b) of the Treasury Regulations) such deductions shall be allocated to the Members in the same manner as Net Profit or Net Loss is allocated for such period.

(f) Any credit or charge to the Capital Accounts of the Members pursuant to Article VII, Section 3(a), (b), (c), (d) and/or (e) hereof shall be taken into account in computing

subsequent allocations of profits and losses pursuant to Article VII, Section 2, so that the net amounts of any items charged or credited to Capital Accounts pursuant to Article VII, Section 2 and Article VII, Section 3(a), (b), (c), (d) and/or (e) shall, to the extent possible, be equal to the net amount that would have been allocated to the Capital Account of each Member pursuant to the provisions of this Article VII if the special allocations required by Article VII, Sections 3(a), (b), (c), (d) and/or (e) hereof had not occurred.

(g) To the extent an adjustment to the adjusted tax basis of any Company asset under Code Section 734(b) or Code Section 743(b) is required, pursuant to Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4) of the Treasury Regulations, to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of his, her or its interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment or loss shall be specifically allocated to the Members in accordance with their interests in the Company, in the event Section 1.704-1(b)(2)(iv)(m)(2) of the Treasury Regulations applies, or to the Member to whom such distribution was made, in the event that Section 1.704-1(b)(2)(iv)(m)(4) of the Treasury Regulations applies).

(h) In accordance with Code Section 704(c) and the Treasury Regulations promulgated thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value. In the event the Gross Asset Value of any Company asset is adjusted pursuant to Article I hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations promulgated thereunder. Any elections or other decisions relating to such allocations shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations made pursuant to this Article VII, Section 3(h) are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses, other items or distributions pursuant to any provision of this Agreement.

(i) For purposes of determining the Net Profits, Net Losses or any other items allocable to any period, Net Profits, Net Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Managers using any permissible method under Code Section 706 and the Treasury Regulations promulgated hereunder.

(j) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, and deduction for a Fiscal Year shall, for federal and state income tax purposes, be divided among the Members in the same proportions as they share Net Profits or Net Losses, as the case may be, for such Fiscal Year. The Members are aware of the income tax consequences of the allocations made by this Article VII and hereby agree to be bound by the provisions of this Article VII in reporting their shares of Company income and loss for income tax purposes.

(k) Solely for purposes of determining the Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Section 1.752-3(a)(3) of

the Treasury Regulations, the Member's interests in Company profits are hereby deemed to be in accordance with their Economic Interests.

(l) To the extent permitted by Section 1.704-2(h)(3) of the Treasury Regulations, the Members shall treat distributions of Distributable Cash as not having been made from the proceeds of a "nonrecourse liability" or a "partner nonrecourse debt," as defined therein.

4. Distributions. All distributions of Distributable Cash shall be made to each Member pro rata in proportion to the respective Economic Interests of the Members as set forth in Article VII, Section 1 hereof, on the record date of such distribution. Except as provided in Article VIII, Section 5 herein, all distributions of Distributable Cash and property shall be made at such times as determined by the Members. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Article VII, Section 4.

5. Limitation On Distributions. Notwithstanding the foregoing, no distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their contributions.

ARTICLE VIII.

MANAGEMENT

1. Management. The business and day-to-day affairs of the Company shall be managed by the Managers. The Managers shall have full and complete authority, power and discretion to manage and control the business, affairs, and properties of the Company.

2. Initial Managers. The Company shall initially have four (4) Managers. The roles and responsibilities of Major Bloom's Managers are set forth on Schedule B.

3. Additional Managers. Additional Managers may be appointed upon the approval of Members holding a majority of the outstanding Units in the Company.

4. Authority. Subject to the limitations and restrictions set forth in this Operating Agreement, the Board of Managers will have the sole and exclusive right to manage the business of the Company and will have all of the rights and powers which may be possessed by managers under the Act including, without limitation, the right and power to:

(A) Acquire by purchase, lease, or otherwise any real or personal property which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(B) Operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real estate and any personal property necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(C) Execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance, and operation of property, or in connection with managing the affairs of the Company;

(D) Borrow money and issue evidences of indebtedness necessary, convenient, or incidental to the accomplishment of the purposes of the Company, and secure the same by mortgage, pledge, or other lien on any property;

(E) Execute, in furtherance of any or all of the purposes of the Company, any deed, lease, mortgage, deed of trust, mortgage note, promissory note, bill of sale, contract, or other instrument purporting to convey or encumber any or all of the property;

(F) Prepay in whole or in part, refinance, recast, increase, modify, or extend any liabilities affecting the property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the property;

(G) Care for and distribute funds to the Members by way of cash, income, return of capital, or otherwise, all in accordance with the provisions of this Operating Agreement, and perform all matters in furtherance of the objectives of the Company or this Operating Agreement;

(H) Contract on behalf of the Company for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such persons the duty to manage or supervise any of the assets or operations of the Company;

(I) Engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to property and manager liability) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Company is then formed or qualified;

(J) Take all actions, not expressly proscribed or limited by this Operating Agreement, as may be necessary or appropriate to accomplish the purposes of the Company; and

(K) Institute, prosecute, defend, settle, compromise, and dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of, or against, the Company or the Members in connection with activities arising out of, connected with, or incidental to this Operating Agreement, and to engage counsel or others in connection therewith.

(L) Notwithstanding the foregoing provisions of this Section 8.4, the Manager shall not have the authority to, and covenants and agrees that she shall not do, any of the following-described acts without the prior approval of the Members:

(1) Endorse any note, or act as accommodation party or otherwise become surety for any person, on behalf of the LLC;

(2) Incur a debt in excess of \$10,000;

(3) Purchase, sell, convey, lease, exchange or otherwise dispose of any property for or of the LLC that has a value or price of more than \$10,000; provided, however, that the Manager may, without the consent of the Members, purchase for the LLC such items of equipment, materials and supplies as are used or useful in the ordinary course of the LLC business;

(4) Do any act detrimental which would make it impossible to carry on the ordinary business of the LLC;

(5) Assign the LLC's property in trust for creditors or on the assignee's promise to pay the debts of the LLC;

(6) Dispose of the goodwill of the business of the LLC;

(7) Confess a judgment; or

(8) Take any action for which Member approval is mandatory under this Agreement, the Certificate of Organization or the Act.

5. Officers. The Managers shall have the right to appoint officers as determined in the sole discretion of the Managers, to serve at the will and direction of the Managers, who shall have only the authority delegated to them from the Managers. Such officers may include: Chief Executive Officer; Chief Financial Officer; Chief Operations Officer; and Secretary.

6. Liability for Certain Acts. Each Manager shall perform his or her duties in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. If each Manager performs his or her duties in such a manner, he or she shall not have any liability by reason of being or having been a Manager. No Manager, in any way, guarantees the return of the Members' Capital Contributions or a profit for the Members from the operations of the Company. No Manager shall be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, breach of this Agreement or a wrongful taking by the Manager.

7. No Exclusive Duty to Company. No Manager shall be required to manage the Company as his or her sole and exclusive function and he or she may have other business interests and may engage in other activities in addition to those relating to the Company and may compete, directly or indirectly, with the general business of the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Managers or to the income or proceeds derived therefrom. The Managers shall not incur any liability to the Company or to any of the Members as a result of engaging in any other business or venture.

8. Indemnification of Manager, Employees and Other Agents. Subject to the provisions of Article XII hereof, the Company shall indemnify the Managers and make advances for expenses incurred by the Managers to the maximum extent permitted under the Massachusetts Act. The Company shall further indemnify its employees and other agents who are not Managers

to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by the Managers.

9. Meetings; Notices; Quorum; Voting. Meetings of the Board of Managers may be called by any Manager. Meetings will be held at the place fixed by the Board of Managers or, if no such place has been fixed, at the principal office of the Company. In addition, meetings may be held via telephone and videoconferencing. Oral or written notice of the date, time, and place of any meeting will be given at least twenty-four (24) hours in advance. Written notice may be delivered personally, given by facsimile or other form of wire communication, by mail or private carrier, or by electronic mail to each Manager's business or home address or electronic mail address. Written notice will be effective at the earliest of the following:

- (A) when received;
- (B) when sent by facsimile, electronic mail, or other form of wire communication; or
- (C) two (2) business days after being mailed.

A majority of the Board of Managers will constitute a quorum. Each Manager will be entitled to the number of votes corresponding to the number of Membership Units said Manager possesses in the company. A matter submitted to a vote of the Board of Managers will be approved if it receives the majority of the Managers' affirmative votes.

10. Resignation. A Manager may resign at any time by delivering written notice to the other Managers and to the Members. The resignation is effective when the notice is effective under the Act, unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the Managers. The resignation of a Manager who is also a Member will not affect the Manager's right as a Member and will not constitute a withdrawal of the Member.

11. Removal/Replacement. The Members may remove one or more Managers with or without cause. Managers may be removed upon the approval of Members holding a majority of the Voting Membership Units in the Company. Replacement Managers may be appointed upon the approval of Members holding a majority of the outstanding Units in the Company.

12. Salaries. The Salaries and other compensation of the Managers will be fixed from time to time by vote of the Members. A Manager will not be precluded from receiving a salary because the Manager is also a Member.

13. Other Agents. The Board of Managers may, by vote, authorize any agent to enter into any lawful contract or to otherwise act on behalf of the Company. Such authority may be general or be confined to specific instances.

ARTICLE IX.

MEETINGS

1. Meeting of all Members or Managers. Notwithstanding any other provision of this Operating Agreement, if all of the Members or Managers hold a meeting at any time and place, the meeting will be valid without call or notice, and any lawful action taken at the meeting will be the action of the Members or Managers, respectively.

2. Action Without Meeting. Any action required or permitted to be taken by the Members or the Board of Managers at a meeting may be taken without a meeting if a consent in writing, describing the action taken, is signed by Members holding a Majority in Interest of the Membership Interests or by all of the Managers, as the case may be, and is included in the minutes or filed with the Company's records of meetings.

3. Meetings via Telephone. Meetings of the Members or the Board of Managers may be held by conference telephone or by any other means of communication by which all participants can hear each other simultaneously during the meeting, and the participation will constitute presence in person at the meeting.

ARTICLE X.

INTERNAL ACCOUNTING; TAX RETURNS; RECORDS

1. Company Books. The Board of Managers shall maintain the Company's books and records and maintain a register showing the following:

- (a) the full name and last known address of each Member and Manager;
- (b) a copy of the Certificate of Organization and all Certificates of Amendment thereto, together with executed copies of any powers of attorney pursuant to which any certificate has been executed;
- (c) copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;
- (d) copies of any then effective written operating agreements and of any financial statements to the Company for the three (3) most recent years;
- (e) minutes of every annual, special meeting and court-ordered meeting; and
- (f) any written consents obtained from Members for actions taken by Members without a meeting.

2. Accounting Principles. The profits and losses of the Company shall be determined and the books and records of the Company shall be maintained in accordance with U.S. generally accepted accounting principles, consistently applied in accordance with the past practice of the Company. The Company's accounting period shall be the Company Accounting Year, which is the twelve (12)-month period ending December 31 of each year.

3. Loans to Company. Nothing in this Operating Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company.

4. Bank Accounts. Funds of the Company shall be deposited and maintained solely for the Company in accounts in the Company name in a bank or banks and with the signatories selected by the Manager. Withdrawals therefrom shall be made upon the signature of the Manager. The Manager shall not commingle any monies or funds of the Company with monies or funds of any other Person.

5. Tax Returns. Although, the Members and Managers have elected to tax the Company as a S Corporation, the Managers may make any tax elections for the Company allowed under the Code, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

At any time that the Company has only one Member, it is the intention of the Member that the Company shall be disregarded for federal, state, local and foreign income tax purposes and that all items of income, gain, loss, deduction, credit or the like of the Company shall be treated as items of income, gain, loss, deduction, credit or the like of the Member.

The Board of Managers will cause all required federal and state income tax returns for the Company to be prepared and timely filed with the appropriate authorities. Within ninety (90) days after the end of each Company Accounting Year, each Member will be furnished a statement suitable for use in the preparation of the Member's income tax return, showing the amounts of any distributions, contributions, gains, losses, profits, or credits allocated to the Member during the fiscal year.

ARTICLE XI.

TRANSFERABILITY; COMPANY'S RIGHT TO PURCHASE MEMBERSHIP

INTERESTS

1. Assignment. A Member may assign in whole or in part her interest in the profits and losses of the Company.

2. Admission of Assignees and Additional Members. Additional members (including assignees) of the Company may be admitted to the Company with the consent of the Members. Prior to or contemporaneously with the admission of any such additional member of the Company, the Members shall amend this Agreement and the Certificate of Organization to make such changes as the Members shall determine to reflect the fact that the Company shall have additional Members.

3. Permitted Transfers. A Member may not transfer his or her Membership Interest without first complying with the requirements of this Article XI, except in a permitted transfer. A permitted transfer will be a transfer to:

(A) any Member;

(B) any trust all of which is treated as owned by a Member as a grantor trust under the Code and over which the Member has voting control of the Membership Interest;

(C) a trust established for the benefit of a Member's spouse or one or more of the Member's children or grandchildren and over which the Member has voting control of the Membership Interest; and

(D) an executor, personal representative or trustee who is holding legal title to the LLC interest of a deceased Member or Assignee.

4. Other Transfers or Assignments. In the event of a transfer or assignment of an interest in the Company other than the permitted transfers specified in Section 3 above, the Assignee will have only the rights afforded an Assignee under the Act and shall not have any rights as a Member unless the Assignee becomes a Member upon the consent of the majority of the remaining Members entitled to vote. An Assignee will not participate in the management of the Company, and will only be entitled to receive distributions and return of capital and to the allocated net profits and net losses attributable to the Membership Interest. Within ninety (90) days following the transfer or assignment of a Member's Membership Interest, the Company may purchase and the Assignee will sell his interest in the Company. Upon an election by the Company to purchase the interest in the Company from an Assignee, the value of the Assignee's interest will be determined by multiplying the Assignee's percentage Membership Interest by the book value of all Company assets as stated in the Company's federal income tax return filed for the taxable year immediately preceding the transfer or assignment.

5. Right of First Refusal. Any Assignee under this Article XI will hold the Membership Interest subject to all the provisions of this Operating Agreement, except that should the Assignee wish at any time to transfer or assign the Membership Interest to a third party, the previous transferor Member will have the right to receive notice of the proposed transaction and will have the right, within twenty-one (21) days of receiving the notice, to reacquire the Membership Interest in exchange for the money or other property, if any, originally received by the transferor Member in exchange for the Membership Interest. If the transferor Member chooses not to reacquire the Membership Interest, the remaining Members will have the right to receive notice of the proposed transaction and will have the right, within twenty-one (21) days of receiving the notice, to acquire the Membership interest in exchange for the money or other property, if any, originally received by the transferor Member in exchange for the Membership Interest. In such a case, the remaining Members will equally divide the Membership Interest among themselves.

6. Effect of Certain Events. Upon the occurrence of any of following events listed in this Section 6, the Members may within one hundred twenty (120) days elect to purchase the interest of the affected Member pursuant to the provisions of Sections 7 and 8. If the Members do not elect to purchase the interest of the affected Member, the affected Member will cease to be a Member and his or her interest will be that of an Assignee. The election will be at the sole discretion of the remaining Members and will require their unanimous consent. The events are:

(A) in the case of a Member who is a natural person, the death of the Member;

(B) a Member becomes bankrupt;

(C) the incompetency, of a Member who is a natural person;

(D) a Member becomes totally disabled. For the purposes of this Operating Agreement, a Member will be deemed to be totally disabled if disability is determined under a disability insurance policy then in force for the Company. The Member will continue to be deemed totally disabled until the issuing insurance company ceases to recognize the disability for purposes of the policy. If there is no disability policy then in force, a Member will be deemed to be totally disabled if a physician, licensed to practice in the state of Oregon and selected by the Board of Managers, determines that the afflicted Member has not for a period of six consecutive months been able to perform substantially all of his or her Company duties.

(E) the termination of a trust or an estate that is a Member.

7. Valuation of Members' Interest. Upon an election by Company to purchase the interest of a Member pursuant to Section 6, the value of the affected Member's interest will be determined by multiplying the Member's percentage ownership interest by the fair market value (the amount that could reasonably be expected to be realized upon sale) net of liabilities of all Company assets. The fair market value of the Company assets will be determined by agreement between a Majority in Interest of the remaining Members and the affected Member or the affected Member's successor. In the event agreement as to the value cannot be obtained, the fair market value of the Company's assets will be determined appraisal. The Company will first select an appraiser who will value the Company's assets. The affected Member or the affected Member's successor may elect, either before or after the Company's appraiser has submitted a report, to select another appraiser. In the event the two appraisers fail to reach agreement on the fair market value of the Company's assets, the two appraisers will mutually select a third appraiser whose determination of the value of the Company's assets will be binding on the Company and the affected Member or the affected Member's successor.

8. Payment for Members' Interests. To the extent of the purchase price to be paid for a Member's interest purchased pursuant to Section 6, any life insurance proceeds received by the Company due to the death of the Member will be paid to the estate of the deceased Member within five (5) days of the Company's receipt of the funds. If the purchase price determined under Section 7 is greater than the amount of life insurance proceeds received by the Company, the remaining balance to be paid to the deceased Member's estate will be paid in sixty (60) substantially equal, consecutive monthly payments, including principal and interest. Interest will accrue 8% per annum. The first payment will be made not later than ninety (90) days following the date. The Company may prepay the remaining amount of the purchase price at any time.

9. Effect of Purchase of Member's Interest. A Member will cease to be a Member upon the Company's election to purchase the Member's interest pursuant to Section 6.

ARTICLE XII.

INDEMNIFICATION

1. Right to Indemnification. Subject to the limitations and conditions provided in this Article XII, each Person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that it, or a Person of whom it is the legal representative, is or was a Manager or Member of the Company shall be indemnified by the Company to the fullest extent permitted by the Massachusetts Act or any other applicable law or judicial ruling against judgments, penalties (including excise and similar tax and punitive damages), fines, settlements and reasonable expenses (including, without limitation, costs of suit and attorney's fees) actually incurred by such Person in connection with such Proceeding, and indemnification under this Article XII shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Article XII shall be deemed contract rights, and no amendment, modification or repeal of this Article XII shall have the effect of limiting or denying such rights with respect to causes of action accrued, actions taken or Proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article XII could involve indemnification for negligence or under theories of strict liability; provided, however, that notwithstanding any other provision of the Agreement to the contrary, a Person shall not be indemnified by the Company against any judgments, penalties, fines, settlements and expenses incurred by such Person which arise in connection with any Proceeding if such Proceeding arises from intentional misconduct or a knowing violation of law by such Person or from any transaction in violation or breach of any provision of the Agreement.

2. Savings Clause. If this Article XII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Member or any other Person indemnified pursuant to this Article XII from and against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements, and reasonable expenses (including, without limitation, costs of suit and attorney's fees) actually incurred to the full extent permitted by any applicable portion of this Article XII that shall not have been invalidated and to the fullest extent permitted by applicable law, including the Massachusetts Act.

ARTICLE XIII.

DISSOLUTION AND TERMINATION

1. Events of Dissolution. Except as otherwise provided in this Operating Agreement, the Company will dissolve upon the approval of dissolution by the affirmative vote of Members holding a Majority in Interest.

2. Liquidation Upon Dissolution and Winding Up. Upon the approval of the dissolution of the Company by the Members, the Board of Managers will wind up the affairs of the Company. A full account of the assets and liabilities of the Company will be taken. The assets will be promptly liquidated and the proceeds thereof applied as required by the Act. With approval by the affirmative vote of Members holding a Majority in Interest the Company may, in the process of winding up the Company, elect to distribute certain property in kind.

3. Distribution of Assets. During the liquidation of the Company, the Members will continue to share Net Profits and Losses in the same proportions as before dissolution. In settling accounts after dissolution, the proceeds from the liquidation of the Company's assets will be applied as follows:

- (A) To creditors of the Company, in the order of priority as provided by law;
- (B) To the Members with respect to their positive capital account balances.

4. Deficit Capital Account. Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

5. Completion of Winding Up. The Company shall be deemed terminated upon completion of the winding up, liquidation and distribution of the assets.

6. Compliance with Applicable Law. The Manager shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

7. Distributions in Kind on Liquidation. Notwithstanding Article XIII, Section 3 hereof, upon the dissolution of the Company, to the extent that the Manager determines that the Company's assets should not be sold or otherwise disposed of, such assets (if any) may, as determined in the discretion of the Manager, be distributed in kind to the Members as follows: the fair market value of such assets shall be appraised (by an appraiser approved by all of the Members); the Capital Accounts of the Members shall be adjusted to take into account all Capital Account adjustments for all items of income, gain, loss, and deduction allocable among the Members as if there had been an actual disposition of the Company's assets at their fair market value, and such assets, as so valued, shall be retained to the extent required to satisfy the requirements of Article XIII, Sections 3(A) and 3(B); and the remaining assets shall be distributed to the Members, each Member taking an undivided interest in such assets, pursuant to and in accordance with Article XIII, Section 3. Notwithstanding the foregoing, however, assets may be distributed in kind to the Members such that each Member who contributed property to the Company pursuant to Article VI, Section 4 hereof the Company receives the property so contributed; provided, that the Managers deem it to be in the best interests of the Company and the Members to so distribute the assets of the Company and the provisions of Article XIII, Section 3 are otherwise satisfied.

8. Certificate of Cancellation.

(a) When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, a certificate of termination shall be executed in duplicate and

verified by the person signing the certificate, which certificate shall set forth the information required by the Massachusetts Act. An original of such certificate of termination shall be delivered to the Secretary of the Commonwealth of Massachusetts.

(b) Upon the filing of the certificate of termination, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Massachusetts Act. The Managers shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

9. Return of Contributions Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contributions of one or more Members, such Member or Members shall have no recourse against any other Member.

ARTICLE XIV.

MISCELLANEOUS PROVISIONS

1. Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served and shall be effective for all purposes if it is (a) in writing, and (b) either (i) delivered personally to the party or to an executive officer of the party to whom the same is directed or, (ii) actually received when a copy thereof has been sent by facsimile transmission or electronic mail, or (iii) delivered by Federal Express or any other recognized overnight parcel carrier, or (iv) three business days have passed after sending it by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement.

2. Application of Massachusetts Law. This Operating Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Massachusetts, and specifically by the Massachusetts Act.

3. Mediation. As a condition precedent to initiating any litigation with respect to any claim or dispute arising hereunder, the parties shall make a good faith effort to mediate a resolution of the dispute with the assistance of a qualified mediator to be chosen by agreement of the parties. In the event that the parties are unable to agree upon a qualified mediator, a mediator shall be designated by the Boston Regional Office of the American Arbitration Association ("AAA"). The mediation shall be held in accordance with such standards as established by the mediator. Demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen but in no event after the date that is six months prior to the date when initiation of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Payment of the mediator's fee and all expenses shall be split equally between the Company and the other party. The provisions of this Article XIV, Section 3 shall survive the termination of this Agreement.

4. Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

5. Amendments. This Operating Agreement represents the entire agreement between the parties hereto relating to the transactions contemplated hereunder and supersedes all prior negotiations or agreements in regard thereto, and it may not be amended except by the Managers in their discretion.

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

7. Headings and Pronouns. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof. All pronouns and any variation thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural as the identity of the Person or Persons may require.

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

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

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

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

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

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

14. Investment Representations. Each Member hereby acknowledges, represents, warrants, covenants, agrees and understands as follows:

(a) each Member hereby acknowledges receipt of certain business and financial information concerning the Company and any other documents requested by the Member in

connection with his, her or its investment in the Company, and each Member agrees that the Member, and the Member's attorneys and accountants, have been offered an ample opportunity to review such information, and each Member understands the risk involved with the Company's business;

(b) the Membership Interests are being offered and will be sold without registration under certain exemptions set forth in the Securities Act of 1933 (the "1933 Act") and without registration under any state securities laws pursuant to similar exemptions;

(c) the Membership Interest of each Member will be acquired solely for the account of the Member for investment, and is not being purchased for resale, distribution or subdivision thereof;

(d) each Member understands that the investment in the Membership Interest has not been reviewed by, passed on, or submitted for review to any federal or state agency or other regulatory organization;

(e) each Member has sufficient financial resources so that he could hold the Membership Interest indefinitely or could, without affecting his, her or its ability to satisfy his, her or its financial needs and personal contingencies, afford a complete loss of his, her or its investment in the Membership Interest; and

(f) each Member understands that issuance of the Membership Interest to him, her or it is made in reliance on his acknowledgements, representations, warranties and agreements set forth herein.

[CONTINUED ON TO NEXT PAGE]



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1281935424
Notice Date: December 24, 2019
Case ID: 0-000-672-352



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MAJOR BLOOM, LLC
50 LORING ST
HYDE PARK MA 02136-3418

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

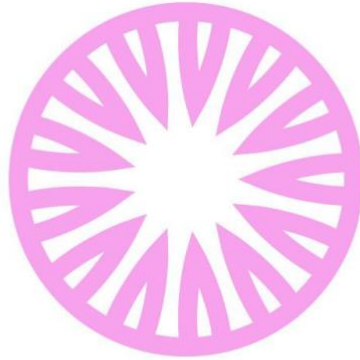
- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

Major Bloom, LLC

Plan to Obtain Liability Insurance

- Major Bloom, LLC will obtain its insurance coverage through a cannabis insurance company.
- The general liability insurance coverage will be equal to or greater than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually and product liability insurance coverage for equal to or greater than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. The deduction is equal to or less than \$5,000 per occurrence.



MAJOR BLOOM

City of Worcester

**Adult-use Marijuana
Retailer**

Business Plan

Oct. 2019

prepared by: Ulysses Youngblood, MBA

ADULT-USE MARIJUANA RETAILER

BUSINESS PLAN

I. Executive Summary

1. Company Overview

Major Bloom, LLC (“Major Bloom”) was founded by a group of entrepreneurs who are passionate about social change and environmental responsibility. We founded Major Bloom in order to: 1) solve transparency issues within the marijuana industry and 2) help redress the economic issues plaguing communities that have been disparately impacted by disproportionate rates of arrests and incarceration. The name of the company reflects the rejuvenating effect that we intend to impart; we want to catalyze a major bloom of energy, life, and vitality into the communities that welcome us.

As an Economic Empowerment Priority Certificate recipient, Major Bloom is uniquely positioned to distribute marijuana and other resources that improve the intended communities. At 76 Millbury Street, Major Bloom’s retail operations will mindfully apply social and economic principles to improve conditions of the neighborhood and the City. Through e-commerce and mobile platforms, we will utilize safety, transportation, and unparalleled quality assurance measures to build better relationships with customers and the community.

Major Bloom intends to target experienced users, but understands that experienced users are accustomed to the culture of the unregulated market, and if the regulated market deviates too much from the culture of the unregulated market, it could disincentive experienced users from using the regulated market. As such, Major Bloom endeavors to craft an authentic environment for users through the use of digital platforms and education. By delivering solutions through digital and mobile technology, we are creating a safer and more controlled environment. We will distinctly provide transparency into cultivation methods and batch grows, online inventory levels, online order, and in-store pick-up.

There are over 60,000 medical marijuana patients and over 2 million adult users in MA, and the market is expected to grow to over \$1 billion by 2020. With around 30 recreational dispensaries authorized to commence operation, Major Bloom intends to target experienced buyers. People who purchase marijuana have faced unreliable sources, poor quality, and an undesirable point of sale environment. Our business exemplifies differentiation through the commitment to improving previously harmed environments & communities in which we operate. Major Bloom is championing marijuana transparency with authenticity, education, and cultural storytelling which emotionally connects with people.

2. Team Overview

I. LAURY C. LUCIEN: Co-Founder & Chief Executive Officer

Laury is a Boston business attorney with experience in mergers and acquisitions within the healthcare and life sciences fields. She is an expert in Healthcare and Cannabis business licensing. She is also a cannabis law professor, speaker, and martial arts instructor.

II. ULYSSES J. YOUNGBLOOD: Co-Founder & President

Ulysses has over 10 years of experience in sales, operations, and marketing leadership. He has experience in management of up to 25 direct reports and overseeing 12 retail properties that generate \$1M in sales. He holds an MBA from Northeastern University and participates in their Entrepreneur program.

III. TYRONE GOMES: Chief Cultivation Operations Officer

Tyrone is an expert cultivator with over 9 years of experience. He has developed organic and renewable methods of producing cannabis, managed the cultivation operations of the third largest dispensary in the State of California, and built and sold a security company. Tyrone holds three recreational licenses in California.

IV. VALENTIN FAYBUSHEVIC: Chief Retail Operation Officer

As Vice President of an electronic recycling company, Valentin has experience growing sales, operations and customer service. He gives back to his community as a volunteer coaching several local youth organizations and basketball clubs.

V. THE HILDR GROUP, LLC - JEROME HANLEY: Chief Security Officer

The Hildr Group, LLC ("Hildr Group") is a security company founded to facilitate the success of the cannabis industry by providing top of the line security from seed to sale. The Hildr Group accomplishes this by coupling education with professional, experienced security personnel and systems. Although, Hildr Group uses a team approach to create and manage companies' security plans, Hildr Group has assigned Jerome Hanley to be Major Bloom's Chief Security Officer. Jerome Hanley is a former marine with extensive experience in Security.

3. **Financial Overview**

Major Bloom will invest \$140,000 to develop the property located at 76 Millbury Street, Worcester, MA into a retail marijuana dispensary. The initial funds will be used for improvements, which include exterior upgrades, security equipment and system, commercial and interior renovations for the retail business.

II. **Business Model and Financial Goals**

The primary revenue streams are segmented into two categories:

- Marijuana and Marijuana Products:
 - Flower sales (dried and cured marijuana)
 - Marijuana Infused Products (pre-rolls, concentrates, edibles, topicals, etc.)
- Ancillary Products: (non-marijuana products)

All revenue streams will be serviced through digital technology that is managed by online product availability information, online ordering, and in-store pickup.

1. **Revenue Model**

Major Bloom's primary revenue stream is the sale of marijuana and marijuana products directly to adults. Non-marijuana products will be sold online and in our showrooms.

- a. Marijuana products are projected to make up 92% of overall revenue or \$1.2M in the first year. The wholesale cost per gram is \$8.50 or approximately \$4,000 a pound. The customer price range is from \$10 - \$20 or roughly \$5,000 a pound. The alternative consumption categories will see the most growth in the first year.
- b. Non-marijuana products are projected to account for 8% of overall revenue or \$112,000 in the first year. We plan to hold a small inventory and also sell these products online.

Major Bloom's prices for marijuana products are near the mid-to-high price range. Competitors are selling marijuana ounces between \$300-350, which is in line with our pricing model. Value-added services such as online ordering, in-store pickup, delivery, ride-sharing incentive programs, and created content will drive recurring revenue and customer loyalty.

2. Customer Acquisition

Due to marijuana regulations, no operating entity can advertise in public, i.e., local/state newspapers, at local retailers and in other public spaces. Advertising includes both digital and printed material. Maintaining our online ordering site and social media sites (Facebook, Google+, Instagram) while also operating a customer relationship management system will ensure our customers are of age and increase our impressions and reach potential customers.

3. Financial Goals

Our goal is to become profitable within the first year by selling 30-to-60 lbs. a month and maintaining a loyal customer base where 50% of customers participate in our referral program. The industry consist of a high-transaction market where booked revenue converts to the cash-flow quickly. Revenue is recognized once goods are sold and transferred to the customer. Revenues are earned and turned into cash once received, and products dispensed to the customers.

III. Market Analysis

Marijuana is the most commonly used federally illegal drug according to the 2015 National Survey on Drug Use and Health. The important segments are the medical market and recreational market. The North American market posted \$6.7 billion in revenue in 2016, up 30% from the year before, according to a new report from ArcView Market Research. Major Bloom will specialize in recreational retail, delivery, and digital commerce. Currently, illegal market sales are still much larger than the legal market but quickly changing. We chose to scale the business and solve the problem of transparency and quality assurance by concentrating on our customers digital environment.

Reliable fulfillment and distribution techniques fuel the market. Both medical patients and adult consumers have increased spending on processed marijuana products as an alternate form of consumption. The increase in processed products is due to the negative public perception of "smoking" marijuana. These alternative forms of consumption include concentrated oils, wax, lotions, and edibles. These trends will continue to increase as more states become legal, reducing unregulated market sales.

1. Customer Profile

Our experienced target market are the direct buyers and consumers. In other words, and in most cases, a user will purchase their own marijuana to consume directly themselves or with adults. Our experienced target market is seeking high-quality marijuana and marijuana products, reliability, and consistent service. There is a growing preference for alternative consumption products. The growing user preference is accommodated by processed marijuana products. There are approximately 60,000 marijuana patients and over 2 million adult users in MA. Currently, there is limited access to the patient and adult use communities because they have limited access due to geographic restrictions and product supply.

Overall in all retail/consumers markets, consumers prefer to buy goods from a company that has a strong understanding of their community, health, and safety. Consumers prefer to buy from transparent firms. According to a Deloitte University Press article, Consumer Product Trends Navigating 2020, the data suggest that this preference isn't isolated to Millennials and high-income segments. Major Bloom has conducted the research necessary to successfully deploy solutions for customers and the

community through a recreational retail business. As a retailer, the lowest quantity sold will be a gram, and most significant will be an ounce. Major Bloom customers become empowered with information on their mobile devices. This information includes laboratory results, inventory levels, customer reviews, store traffic, and other factors that improve the experience and boost brand awareness.

2. Competitive Assessment

There are over 35 medical treatment centers in the Commonwealth and around 30 adult-use marijuana retailers in the state. The flaw with the competitors' models and strategies is rooted in the vertical integration requirement set out in the medical marijuana regulations. Medical marijuana businesses had to invest a large sum of capital in growing, processing and also dispensing their products. Being vertically integrated is excellent for business, but it can negatively impact the community and consumers. With a high initial investment, competitors focused on the bottom line and short-term decision-making rather than addressing consumer preferences and considering the community impact. There are two primary gaps in the market with competitors: 1) the lack of education involving the cultivation, manufacturing, processing and quality assurance of products; and 2) the lack of social responsibility in these organizations to help improve conditions of communities impacted by the war on drugs. For competitors, these gaps meet at the core of the business, which includes company culture and values.

Many competitive strategies involve commercializing a federally illegal product, and attempting to create a national brand image through retail sales. Their strategy is to commercialize a federally illegal product and create a national brand image through retail. The competitive vulnerability exists through user experience and lack of community awareness. Marijuana thrived in the unregulated market and is now governed by local communities. For nearly 90 years, the public has had a misconstrued stigma about users. Our venture differentiates from competitors by creating transparency through diverse product and service offerings that cater to traditional and cultural standards.

IV. Solutions

An experienced marijuana user requires a secure path to high-quality products at a consistent fulfillment rate. At a minimum, Major Bloom can function with just a few strain variations and non-marijuana products. Major Bloom's solutions create customer visibility into each of these levels of operation. We will capture strain (indica, sativa, hybrid) and alternative consumption preferences. Next, we will share batch quality control content throughout the stages of plant growth. This information will provide insight on the batch genetic makeup, nutrition feed to the plants and ailments treated by the strain. Lastly, Major Bloom inventory and point of sale will be interfaced through our website. The website will display up-to-date product availability and delivery processes. Our online presence is important because marijuana users heavily use the internet. It's a "must" to digitally connect with patients and the adult community because it gives Major Bloom the opportunity to share more information with users and regulators.

V. Go-to-Market

1. Trade/Channel Strategy

Major Bloom's marijuana products will be sold directly to users in the marijuana community after obtaining a retail license. Retail stores are the middleman by breaking down large quantities of marijuana products to sell directly to adult consumers. In many markets, including the MA market, retail stores must limit the amount users buy during one transaction. To generate revenue through the retail, we must continue to focus on using technology. We are creating a brand through our community-facing online presence.

2. Branding, Advertising, and Promotion

Major Bloom transforms darkness into light. Our company's name relates to the community we will be servicing because we understand and are prepared for a cultural shift. Major Bloom's diverse products and services will fulfill the communities' needs through technology. Our underlying value is to create transparency for the industry. We want to inspire change and consciously lead by positive impacts on the community. We want to support the mainstream market with a safe and high-quality brand. Major Bloom branding is different from competitors because we will be using digital assets to enhance the community experience. Promotional efforts will influence the community to use our online platforms. We will attend local groups, events, and trade shows. Traditional, local news also covers Marijuana as a hot topic to inform the general public of business operations and political changes. Social media and blogs are low-cost channels. The most expensive and valuable investment promotion channel is the Company website.

3. Layout and Merchandising

Our retail store will have a secure access point for identification clearance, a designated section for pre-ordered pickups and a kiosk space for common questions on our products and services.

VI. Operations

1. Managing Suppliers

Major Bloom has been in contact with marijuana cultivators and product manufacturers ("Vendors") in the Commonwealth. Major Bloom will require all vendors to sign attestations, averring compliance with all applicable statutes, regulations, ordinances, bylaws, codes, and best business practices.

2. Managing Logistics/Fulfillment

Major Bloom cannot ship marijuana products through the mail or carriers. Managing orders starts with product availability and capturing line items. An inventory system will keep track of what we have on hand and what products can be sold. That information will be interfaced to the community online, allowing the community to order directly from our website. Our fulfillment obligation is dependent on demand. Users can elect to pick-up product.

3. Managing customer service

We will ensure that customers feel well-treated through structured communication. Our agents will take phone calls, chat messages, and emails from the community. The community can contact us to place orders, request product information, and review products. Major Bloom will also have the capability to train new users on our e-commerce platform. Much like our core values, customer service agents have a strong focus on transparency in the community through technology.

VII. Team Profile

1. Founders

Laury C. Lucien, Co-Founder & Chief Executive Officer

Laury C. Lucien is a Massachusetts marijuana attorney and entrepreneur. She grew up in Port-au-Prince, Haiti, and moved to Massachusetts during her senior year of high school. Laury obtained her

high school diploma at the age of 16 and went on to obtain a Bachelor's Degree in Biology from the University of Massachusetts. She obtained a Juris Doctorate degree from Suffolk University Law School, where she graduated *magna cum laude*.

Laury began her legal practice by working in healthcare and life sciences as well as business licensing, corporate services, and mergers and acquisitions. She has advised pharmacies regarding the regulatory and licensing implications of multi-billion dollar acquisitions of privately held pharmacies. She has helped clients acquire and maintain the following licenses in nearly 50 states: pharmacy, third-party administrator, utilization review, and collection agency.

Laury is a Founder and Managing Member of GreenLight Business Solutions, LLC, a comprehensive consulting company that helps marijuana start-ups navigate the marijuana industry. She is also a partner in Chill Hill Bean Co., LLC, a craft genetics company based in California, and an adjunct professor at Suffolk University Law School, where she teaches Cannabis Law.

Laury is passionate about giving back to underserved communities. Laury currently provides pro bono services to emerging entrepreneurs by helping them draft business formation documents and filings.

Ulysses J. Youngblood, Co-Founder & President

A Massachusetts medical marijuana patient since the state program's inception, Ulysses began his entrepreneurship journey as a teenager by operating his family's residential/commercial cleaning service. Inspired by his experience with the business, Ulysses pursued a career in management and obtained his M.B.A. from Northeastern University.

After working the family business for over ten years and finishing a degree in business management, he worked full-time in the pharmaceutical and medical device industries as marketing and operations personnel. In 2014 Ulysses immersed himself in energy regulations and acquired skills in the growing renewable energy industry, primarily selling solar systems. Much like the marijuana industry, the energy sector is highly regulated and changes rapidly at the local and state level. Within the energy industry, he has: managed over 20 field sales representatives across 12 Home Depot and BJ's locations; generated over \$1M in monthly sales; maintained relationships with each store manager and stakeholders to increase profitability; and hired and trained over 70 solar sales professionals in CT, MA, RI, FL, NY, which generated over \$50M in sales across all markets working for a fortune 200 energy company.

2. Management

Tyrone Gomes, Chief Cultivation Operations Officer

Tyrone Gomes is a Massachusetts native began his career as an entrepreneur in 2006 when he founded Summit Protection, an Alarm Security company out of San Antonio Texas. In 2010 Tyrone entered the medical marijuana industry by way of retail in Los Angeles, California. He worked his way into management and transitioned into commercial cannabis cultivations. Tyrone has a breadth of experience that touches multiple sectors of the marijuana industry, including serving as the technical director of a premier Dutch lighting brand called DimLux Lighting. Tyrone was instrumental in helping Dimlux penetrate the US market by way of guerilla-style marketing at industry trade shows and overseeing multiple departments within the organization.

Tyrone has designed custom light plans for some of the largest commercial cultivation facilities in the US and Canada. Being a tradesman by trade, Tyrone has played a major role in the complete design and construction of eleven commercial cannabis cultivation facilities.

Tyrone currently holds three cannabis licenses in the state of California and is the head of cultivation and product development of a Los Angeles based edible company that he helped found. Tyrone has

had success as a managing partner of a cannabis genetics company called Chill Hill Bean Co, a premier California based seed company. Tyrone currently serves as a managing partner of a cannabis consulting firm called GreenLight Business Solutions which helps entrepreneurs navigate marijuana licensing in Massachusetts and helps existing legal businesses overcome compliance and internal struggles.

Valentin Faybushevich, Chief Retail Operations Officer

Valentin was born in Russia and migrated to Brookline, MA in 1989. While in school, Valentin studied architectural and engineering design and drafting, and worked for architectural firms for 3+ years, doing mostly commercial projects. Driven by his passion for protecting the environment, after having earned his degree in Computer Engineering from Northeastern University, Valentin spent the next 16 years spearheading the electronic recycling efforts, growing in his responsibilities from the customer service position to VP of operations. Throughout his career, his responsibilities included growing and managing the sales team, inventory control, implementing the best practices regarding processing, packaging and shipping products, logistics management, scheduling, business development, and consulting, as well as employee acquisition and retention.

Following his sustainable belief practices, Valentin continues his career as a Director of Sales and Business Development in the renewable energy field, leading his team to promote the use of cutting-edge solar technology concentrating on residential and commercial projects.

A father of three, Valentin strives to give back to his community as a volunteer, coaching several local youth organizations and basketball clubs.



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POLICY AND PROCEDURES FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

I. POLICY

Massachusetts' recreational marijuana regulations, 935 CMR 500.140(2) and 935 CMR 500.030, restrict the sale and use of marijuana to individuals who are at least 21 years of age or older. It is Major Bloom's policy to comply with said restriction and institute procedures to prevent the diversion of marijuana and marijuana products to individuals who are younger than 21 years old.

II. PROCEDURES

A. Members, Employees, Independent Contractors and Volunteers

1. No individual who is younger than 21 years old shall be permitted to be a Member, Employee, Independent Contractor, Manager, or Volunteer of the company.
2. All Members, Employees, Independent Contractors, Managers, and Volunteers will have to undergo an extensive background check, which includes providing proof of date of birth.

B. Verification of Identification

1. Proof of Identification

- a. All visitors, seeking access to Major Bloom's retail location will be required to provide proof of identification that verifies their age.
- b. Under no circumstance shall any visitor be admitted to the Salesroom without proper proof of identification.
 - *The Salesroom is the area in the retail facility where marijuana, marijuana products, and all other ancillary products are displayed for sale.*
- c. Under no circumstance shall any visitor be admitted to the Salesroom if the visitor is under the age of 21.
- d. Any individual who is caught using a counterfeit form of identification will have the identification confiscated and will be banned from the establishment.



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- e. Major Bloom shall have a separate room in front of the Marijuana Establishment that is blocked off from the Salesroom, where a Marijuana Establishment agent will check customers' proofs of identification to verify that they are at least 21 years of age. Upon verification, the door to the Salesroom shall be opened, and customers will be permitted to enter.

2. Security Personnel

- a. Major Bloom shall have security personnel located at the entrance of the marijuana establishment at all times of operation.
- b. Security personnel shall check each visitor's proof of identification prior to granting access to the retail establishment.
- c. All security personnel shall be provided training regarding acceptable forms of identification. The training will include:
 - 1) How to check identification;
 - 2) Spotting false identification;
 - 3) Medical registration cards issued by the DPH;
 - 4) Provisions for confiscating fraudulent identifications; and
 - 5) Common mistakes made in verification.

C. Educational Materials

- 1. Major Bloom shall make educational materials available in its retail store that explain:
 - the marijuana use laws pertaining to individuals who are under the age of 21; and
 - available medical information regarding the use of marijuana by minors.



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I. POLICY

Major Bloom, LLC (“Major Bloom”) understands that ensuring the quality and safety of marijuana and marijuana products is vital to the sustainability, reputation, and safety of the company and marijuana industry. As such, it is Major Bloom’s policy to maintain exceptional standards of quality by implementing rigid operational procedures, maintaining a sanitary controlled environment, and ensuring that all marijuana and marijuana products obtained from other Marijuana Cultivators have been produced under strict operational procedures and have passed all testing required by law. Furthermore, when Major Bloom begins its cultivation and product manufacturing activities, Major Bloom shall meet or exceed the standards required by applicable laws regarding quality control and testing.

II. RESPONSIBLE PARTY

The Chief Retail Operation Officer (“CROO”) shall be responsible for implementing and managing the Quality Control and Testing Policy and Procedures for Major Bloom’s Marijuana Retailer Establishment.

III. PROCEDURES

A. Agreements with Third-Party Marijuana Cultivators and Third-Party Marijuana Product Manufacturers (“Vendors”)

1. Major Bloom shall purchase the marijuana and marijuana products for its retail store from licensed Vendors while its marijuana cultivation operation and marijuana product manufacturing operation undergo licensing and construction. In order to ensure the quality of the products purchased, all contracts with Vendors are required to contain a certification from the Vendor that the marijuana or marijuana product sold to Major Bloom complies with 935 CMR 500.160 and all other applicable quality control and testing laws, regulations, and ordinances.
2. Upon the successful licensure of Major Bloom’s marijuana cultivation operation and marijuana product manufacturing operation, Major Bloom’s retail marijuana establishment will sell a combination of Major Bloom’s marijuana and marijuana products as well as marijuana and marijuana products from licensed vendors. Major Bloom will ensure that its cultivation and product manufacturing operations comply with 935 CMR 500.160 and all other applicable quality control and testing laws, regulations, and ordinances.

B. Safety and Sanitation



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1. General Requirement - 935 CMR 500.105(3)(a)

a. Major Bloom's CROO shall ensure that all employees authorized to process marijuana:

- 1) Undergo training regarding safety and sanitation prior to commencing any marijuana processing;
- 2) Process marijuana in a safe and sanitary manner; and
- 3) Attend periodic trainings to ensure continued employee compliance.

b. Major Bloom's CROO shall ensure that:

- 1) Only the leaves and flowers of the female marijuana plant are processed;
- 2) All marijuana and marijuana products sold at the retail establishment undergo inspection prior to sale;
- 3) All leaves and flowers are properly inspected, processed, and stored; and
- 4) Only the leaves and flowers of the female marijuana plant are processed and that the leaves and flowers are:
 - a) Well cured and generally free of seeds and stems;
 - b) Free of dirt, sand, debris, and other foreign matter;
 - c) Free of contamination by mold, rot, other fungus, and bacterial diseases;
 - d) Prepared and handled on food-grade stainless steel tables; and
 - e) Packaged in a secure area.

2. Marijuana Obtained from Vendors

a. The CROO shall thoroughly inspect all marijuana obtained from Third-Party licensed vendors to ensure that the marijuana is:

- 1) Well cured and generally free of seeds and stems;



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- 2) Free of dirt, sand, debris, and other foreign matter; and
- 3) Free of contamination by mold, rot, other fungus, and bacterial diseases.

3. Sanitary Requirements Subject to Food Handler Requirements - 935 CMR 500.105(3)(b)(1)

- a. Major Bloom employees shall comply with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

1) Employee Health and Sanitation

- a) When an employee notifies the CROO or Manager that they may have a sickness or injury that could potentially result in the contamination of Major Bloom's products, or infection of surfaces and colleagues, the CROO or Manager must determine whether the employee is eligible to remain working at the facility or should be sent home.
- b) If the employee is sent home, the Manager or CROO may request that the employee obtain certification from his or her physician that he or she is well and free of any open wounds before returning to work, as appropriate.
- c) The CROO or manager shall prevent an employee from working if the employee has:
 - i. A communicable disease, such as diphtheria, measles, Salmonella enterica serotype Typhi infection, shigellosis, Shiga-toxigenic Escherichia coli (STEC) infection, hepatitis A, and tuberculosis;
 - ii. An open or draining skin lesion unless the individual wears an absorbent dressing and protective gloves; or
 - iii. Any illness accompanied by diarrhea or vomiting if the individual has a reasonable possibility of contact with marijuana items on the licensed premises.
- d) As employees show up for their shifts at the facility and begin working on assigned tasks, the manager shall confirm that they:



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- i. Are wearing clean garments and appropriate outer garments when necessary to protect against allergen cross- contact and contamination of cannabis products, contact surfaces, and/or packaging materials;
- ii. Are maintaining good personal hygiene standards, including, but not limited to, keeping fingernails manicured and long hair kept back away from the face, etc.;
- iii. Have removed all unsecured jewelry and other objects that might fall into marijuana products or containers, and remove hand jewelry that cannot be adequately sanitized during periods in which cannabis products are manipulated by hand. When such hand jewelry cannot be removed, make sure it is covered by material which can be maintained in an intact, clean, and sanitary condition; and
- iv. Thoroughly wash their hands prior to starting their shift.

2) **Reporting.** The CROO shall be responsible for ensuring compliance with the requirements specified in 105 CMR 300.000 and alerting the required local board of health or Commonwealth Department of Health, within the timelines specified in 105 CMR 300.000, of the following:

- a) any of the diseases, listed in 105 CMR 300.000, which are required to be reported;
- b) any illnesses believed to be due to food consumption; and
- c) any work-related disease outbreak.

3) **Confidentiality.** All reporting shall comply with Company's Confidentiality policy and procedures. Company will keep information regarding the patient confidential. Marijuana establishment agents will not be permitted to discuss the matter with anyone besides the CROO or Manager, unless the circumstances merit otherwise.

4. **Minimum Sanitary Requirements While On-duty - 935 CMR 500.105(3)(b)(2)**

- a. The CROO shall ensure that all Major Bloom employees working in direct contact with the preparation of marijuana or nonedible marijuana products conform to sanitary practices while on duty, including:
 - 1) Maintaining adequate personal cleanliness; and



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- 2) Washing hands thoroughly in designated hand-washing areas before starting work, and at any other time when hands may become soiled or contaminated.

- b. **Contracts with Vendors**. Major Bloom will require all Vendor contracts to contain an attestation averring that all employees working in direct contact with the preparation of marijuana or nonedible marijuana products conform to the above sanitary practices while on duty.

5. **Hand-washing facilities - 935 CMR 500.105(3)(b)(3)**

- a. Major Bloom's Marijuana Retail Establishment will make hand-washing facilities available that are adequate and convenient and furnished with running water that is a suitable temperature.
- b. The hand-washing facilities will be located in Major Bloom's facility in areas where good sanitary practices require employees to wash and sanitize their hands, including bathrooms and breakrooms.
- c. Major Bloom's hand-washing facilities will be designed to provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.

6. **Sufficient Equipment Space As Is Necessary for Sanitary Operations - 935 CMR 500.105(3)(b)(4)**

- a. Major Bloom's retail facility shall contain sufficient space, including storage space, throughout the retail facility to allow for the placement of equipment and materials in a manner that prevents contamination.
- b. Major Bloom's retail facility shall have separate and defined areas designated for specific operational activities, and other control systems such as computerized inventory controls or automated systems of separation, which will be utilized to prevent cross-contamination of marijuana products during any of the following operations:
 - 1) Receipt, identification, storage, and withholding from use of quarantined inventory, marijuana or marijuana products awaiting disposal, and marijuana waste awaiting transport and disposal;
 - 2) Storage of marijuana and marijuana product inventory available for retail; and



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- 3) Sanitation operations and storage of sanitation and cleaning agents.
- c. Equipment and utensils used at Major Bloom's retail facility will be stored in separate and defined areas that are clean, dry, and pest- free so as to prevent any biological, chemical, or physical contamination at all times.
2. **Litter and waste – 935 CMR 500.105(3)(b)(5)**. Major Bloom's CROO shall ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12).
3. **Construction Allows for Adequate Cleaning and Repair - 935 CMR 500.105(3)(b)(6)**
 - a. Major Bloom will construct the retail facility, including the floors, walls, and ceilings in a manner that adequately keeps clean and in good repair.
 - b. Major Bloom's retail facility, including the floors, walls, and ceilings, will be constructed using materials that reduce the risk of contamination.
4. **Adequate Safety Lighting - 935 CMR 500.105(3)(b)(7)**. All processing and storage areas, as well as areas where equipment or utensils are cleaned, will have adequate safety lighting.
5. **Sanitation of building and Fixtures 935 CMR 500.105(3)(b)(8)**. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition.
6. **Contact Surface, Utensil, and Equipment Sanitization - 935 CMR 500.105(3)(b)(9)**
 - a. The manager of the retail establishment shall ensure that all contact surfaces, including utensils and equipment, are maintained in a clean and sanitary condition.
 - b. Contact surfaces, utensils, and equipment must be cleaned and sanitized as frequently as necessary to protect against contamination, using non-toxic, natural cleaning products.
 - c. All equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable.



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- d. Major Bloom will document all cleaning, sanitization, sterilization, and maintenance at the facility, including the equipment and utensils used at the retail facility.
 - e. Animals will be prohibited from entering the facility, except for guard or service dogs in areas where there is no risk of contamination of marijuana or contact surfaces.
 - f. Manager must keep the facility grounds maintained in a condition that protects against the contamination of marijuana, or contact surfaces, including the proper removal of all litter and waste that would constitute a source of contamination.
 - g. Manager must instruct retail employees to clean, sanitize, and sterilize equipment, utensils, counters, shelves, door handles, desks, and anything else that is exposed to human contact. Manager must ensure that employees use all cleaning, sanitizing, and sterilizing products in accordance with the product manufacturer's instructions.
7. **Toxic Item Identification and Disposal - 935 CMR 500.105(3)(b)(10)**
- a. Major Bloom shall not use toxic items in its retail establishment. Company will restrict the use of cleaning agents to non-toxic materials such as vinegar, baking soda and environmentally-friendly surfactants in cleaning and sanitizing operations.
 - b. Although Company does not intend to use toxic items in its retail facility, if there are ever any toxic items in Company's retail establishment, the CROO shall ensure that all such items are identified, held, and stored in a manner that protects against contamination of marijuana and marijuana products.
8. **Water Supply Requirements - 935 CMR 500.105(3)(b)(11)**. Major Bloom's Retail Establishment shall have sufficient water supply for necessary operations. Major Bloom's water supply will come from the municipality.
9. **Plumbing Requirements - 935 CMR 500.105(3)(b)(12)**
- a. Major Bloom's plumbing is of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Retail Establishment.



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- b. The plumbing at Major Bloom's establishment is designed to properly convey sewage and liquid disposable waste from the Marijuana Establishment.
- c. The plumbing at Major Bloom's retail facility is designed to ensure no cross-connections between the potable and waste water lines.

10. Lavatory Requirements - 935 CMR 500.105(3)(b)(13)

- a. Major Bloom shall provide its employees with adequate, readily accessible toilet facilities.
- b. The toilet facilities at the Marijuana Establishment shall be maintained in a sanitary condition and in good repair.

11. Storing Products to Prevent Undesirable Growths - 935 CMR 500.105(3)(b)(14). Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.

12. Protection of Finished Products During Storage and Transportation - 935 CMR 500.105(3)(b)(15). Major Bloom shall store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers, in accordance with Sections III.B-C therein.

13. Toxic Item identification and Disposal - 935 CMR 500.105(3)(b)(16)

C. Storage of Marijuana and Marijuana Products

- 1. Inventory shall be stored under conditions that will protect them against physical, chemical, and microbial contamination, in addition to protecting against the deterioration of finished products or their containers.
- 2. Major Bloom shall store its inventory in a storage safe, located in a specially-designated area, that provides adequate ventilation, temperature, and humidity through the use of state-of-the-art HVAC and dehumidification systems.
- 3. Major Bloom's storage area shall be free from infestation by insects, rodents, birds, and pests of any kind. The storage area will be placed on a strict cleaning schedule, requiring daily cleaning and the creation of records of such cleaning.



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D. Transportation

1. The originating and receiving licensed Marijuana Establishments shall ensure that all transported marijuana and marijuana products are linked to the seed-to-sale tracking program.
2. Any marijuana product that is undeliverable or is refused by Major Bloom shall be transported back to the originating establishment.
3. Major Bloom shall require all transportation vehicles to be equipped with functioning heating and air conditioning systems appropriate for maintaining correct temperatures for storage of marijuana and marijuana products.

E. Edible Products Prepared in Compliance with Minimum Sanitation Requirements for Food Establishments - 935 CMR 500.105(3)(c)

1. Major Bloom will comply with sanitary requirements.
2. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*.
3. Major Bloom shall ensure that all contracts with third-party vendors include an attestation, averring compliance with the sanitation requirements for Food Establishments 105 CMR 590.000.

F. Testing by Independent Testing Laboratory

1. Major Bloom shall not sell or otherwise market any marijuana or marijuana product for adult use that is not capable of being tested by an Independent Testing Laboratory.
2. Major Bloom shall not sell or otherwise market any marijuana or marijuana product for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with MA's regulatory testing requirements.
3. Major Bloom shall enter into a services agreement with an Independent Testing Laboratory, licensed by the Cannabis Control Commission, for testing of its marijuana and marijuana products.

G. Response to Laboratory Results Indicating Elevated Contamination Levels



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1. If a Vendor alerts Major Bloom that the marijuana or marijuana product it sold to Major Bloom is the subject of laboratory results that indicate contaminant levels exceeding acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1), Major Bloom shall:
 - a. Cease sale of marijuana or marijuana product immediately.
 - b. Segregate the contaminated marijuana or marijuana product from other products and destroy according to Section III. G hereof.
 - c. Notify the CCC within 72 hours of receiving notice.
 - 1) The notification will include a description of a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
 - 2) Major Bloom shall ensure that the Independent Testing Laboratory also sends the CCC notice within 72 hours.
 - d. Major Bloom shall maintain the results of all testing for no less than one year.
 - e. All excess marijuana must be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

H. Waste Disposal

1. **Required Staff and Recordkeeping**
 - a. At least two Major Bloom employees must witness and document how marijuana waste is disposed or otherwise handled (recycled, composted, *etc.*).
 - b. When marijuana products or waste is disposed or handled, the employees overseeing the disposal must create and maintain a written or electronic record of the following:
 - 1) date;
 - 2) type and quantity disposed or handled;



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- 3) manner of disposal or other handling;
 - 4) location of disposal or other handling; and
 - 5) names of the two employees present during the disposal or other handling, with their signatures.
 - c. Major Bloom shall keep these records for at least three years.
2. **Outdated, Damaged, Deteriorated, Mislabeled, or Contaminated Marijuana or Marijuana Products**. The CROO shall ensure that outdated, damaged, deteriorated, mislabeled, or contaminated marijuana or marijuana products are segregated from other products and destroyed according to Major Bloom's waste disposal procedures.
3. **Destruction and Disposal**
 - a. **Recycling**
 - 1) Major Bloom, where available, will use paper, plastic, and other containers that have been produced using recycled materials, identifying vendors of such products, and training staff as to the use of such products. We will endeavor to minimize packaging and waste wherever possible.
 - 2) Major Bloom shall institute a recycling program that:
 - a) Provides training to staff regarding the recycling programs operated by local waste management providers and private recycling providers; and
 - b) Contracts with local waste management providers or private recycling providers for the pick-up and recycling of used or discarded paper, plastic, or other recyclable items.
 - b. **Materials that Cannot Be Recycled**
 - 1) Major Bloom will identify one or more local landfills or transfer stations that will receive marijuana waste materials and will further identify one or more facilities that receive organic or other waste for energy generation purposes.
 - 2) Major Bloom will identify a manager responsible for segregating and disposing of marijuana plant waste matter.



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- 3) Any cannabis product that is designated for destruction or disposal will be identified by date, batch and volume by the Inventory Control System and will be ground, milled or otherwise processed into a gauge where the particles can be readily combined with another substance so as to render the ground/milled/processed marijuana material non-viable. Two employees must be present at all times during this process.
- 4) Once processed for disposal, the material to be discarded or destroyed will be combined with mulched cardboard, used plant soils or other non-toxic inert material so as to render unusable the marijuana matter contained therein.
- 5) Following the rendering of any potentially unusable marijuana non-viable by the above described method, the employees responsible for the destruction/disposal of the material will isolate and identify said material pending transfer to a designated waste or energy generation facility.
- 6) At the time of transfer, the employees responsible for the destruction/disposal will prepare a tentative trip plan identifying the matter to be transported, the employees transporting said matter, the destination where the matter is to be transported and the route to be used in transporting such matter.
- 7) In addition, a certificate confirming the weight delivered will be recorded in order to verify it matches the weight which left our facility. Two employees will be present at the time of weighing, and each employee must execute the certificate confirming the weight of the delivered waste.
- 8) As more regulations are released in regards to cannabis waste from a retailer, PH will follow all new laws and procedures.

c. Litter and Waste Removal

- 1) The Chief Retail Operations Officer will control and prevent pests from entering the facility by:
 - a) Installing adequate screens on all windows and exterior entrances, and checking screens monthly for defects;
 - b) Using traps, glue boards, and baits on a regular basis, and replacing them as needed; and



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- c) Removing and properly disposing of litter and waste from the facility and surrounding grounds in order to minimize the development of odor and the potential for attracting and harboring pests.



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PERSONNEL POLICY AND PROCEDURES

I. POLICY

Major Bloom, LLC 's ("Major Bloom") policy is to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. Major Bloom will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law.

II. RESPONSIBLE PARTY

Major Bloom's Management is primarily responsible for ensuring that equal employment opportunity policies are implemented, however all members of the staff share in the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including, Managers, determined by Major Bloom to be involved in discriminatory practices are subject to disciplinary action and may be terminated.

III. PROCEDURES

A. New Employees

- 1. Employee Registration with the Cannabis Control Commission.** Major Bloom will register all employment candidates with the Cannabis Control Commission. Candidates shall:
 - a. Be at least 21 years of age;
 - b. Have never been convicted in the Commonwealth of distribution of controlled substances to minors or a like offense in another jurisdiction;
 - c. Be suitable for registration in accordance with 935 CMR 500.800 (Background Check Suitability Standards) and 500.802 (Suitability Standard for Registration as a Marijuana Establishment Agent); and



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- d. Undergo background checks, as required by law, and obtain all necessary permits/licenses prior to the commencement of work.

2. Employment Reference Checks

To ensure that individuals who join Major Bloom are well qualified and have a strong potential to be productive and successful, it is the policy of Major Bloom to check the employment references of all applicants.

B. Equal Employment Opportunity

1. Major Bloom, LLC is an equal opportunity employer and strives to comply with all applicable laws prohibiting discrimination based on race, color, sex, age, religion, national origin or ancestry, physical or mental disability, marital status, veteran status, and any other basis protected by federal and state laws. This applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, transfer, leaves of absence, compensation and training.
2. Major Bloom, LLC expressly prohibits all such unlawful discrimination and all persons involved in the operations of Major Bloom, LLC are prohibited from engaging in any type of discriminatory conduct. Any person determined to be involved in any such discrimination shall be subject to disciplinary action including termination.

C. Unlawful Harassment

1. Major Bloom strives to maintain a work environment that is free of discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including Managers, co-workers, vendors, or customers.
2. Any Manager, employee, or vendor determined by Major Bloom to be involved in unlawful harassment will be subject to disciplinary action and may be terminated.
3. Any customer determined by Major Bloom to be involved in unlawful harassment may be permanently banned from the premises.



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D. Americans with Disabilities Act

Major Bloom is committed to complying with the Americans with Disabilities Act. Company recognizes that some individuals with disabilities may require accommodations at work. Major Bloom will attempt to reasonably accommodate qualified individuals with a temporary or long term disability so that they can perform the essential functions of the job, unless doing so would create an undue hardship on Major Bloom.

E. Personnel Records and Data Changes

1. Personnel Records

Major Bloom shall maintain a personnel record for each employee or contractor for at least 12 months after termination of the individual's affiliation with the Company.

2. Data Changes

Employees must promptly notify Major Bloom of any changes in personnel data, including: personal mailing addresses, telephone numbers, number and names of dependents, emergency contacts, educational accomplishments, pending criminal charges, and other such status reports should be accurate and current at all times.



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RECORDKEEPING POLICY AND PROCEDURES

A. POLICY

Major Bloom, LLC (“Major Bloom”) understands the importance of maintaining detailed company records. It is Major Bloom’s policy to institute guidelines to permit Company to maintain records in a manner compliant with applicable law.

B. PROCEDURES

Major Bloom shall maintain the following records:

1. Written operating procedures;
2. Inventory records;
3. Seed-to-sale tracking records for marijuana and marijuana products;
4. Personnel records;
5. Business and Financial records; and
6. Waste disposal records.

Major Bloom’s Secretary shall be responsible for maintaining the above records and will work closely with the Chief Financial Officer to ensure the accuracy and maintenance of the company’s business records.

1. Personnel Records

- a. Major Bloom shall maintain a personnel record for each Marijuana Establishment agent for at least 12 months after termination of the individual’s affiliation with the Marijuana Establishment.
- b. Personnel records include, but are not be limited to, the following:
 - 1) All materials submitted in connection with the prospective dispensary agent’s marijuana agent registration application submitted to the CCC;
 - 2) Documentation of verification of references;
 - 3) Description of job description or employment contract, including duties, authority, responsibilities, qualifications, and supervision;
 - 4) Signed and dated training records, including:
 - Date, time, and place training was received,
 - Topics discussed, and
 - name and title of presenter;



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- 5) Documentation of periodic performance evaluations;
- 6) Record of any disciplinary action taken;
- 7) Notice of completed Responsible Vendor Training and 8-hours of related duty training.
- 8) Staffing plan that demonstrates accessible business hours and safe dispensing conditions; and
- 9) All background check reports.

2. Business/Financial Records

- a. Major Bloom's financial records shall be maintained in accordance with generally accepted accounting principles.
- b. Major Bloom shall maintain computerized records of the following:
 - 1) Assets and liabilities;
 - 2) Monetary transactions;
 - 3) Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - 4) Sales records including the quantity, form, and cost of marijuana products; and
 - 5) Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment.
- c. Major Bloom's Secretary shall be responsible for maintaining the company's financial records and will work closely with the Chief Financial Officer to ensure their accuracy.
- d. Major Bloom will retain business records for a period in accordance with Major Bloom's operating agreement, but never for less than 12 months.



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QUALIFICATIONS AND TRAINING POLICY AND PROCEDURES

I. POLICY

Major Bloom, LLC (“Major Bloom”) will ensure that all Marijuana Establishment Agents (“Agents”) complete training prior to performing their job functions. Marijuana Establishment Agent means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

II. RESPONSIBLE PARTY

The Chief Retail Operation Officer shall be responsible for implementing the Qualifications and Training Policy and Procedures.

III. PROCEDURES

A. Training Requirement

1. All current owners, managers and employees must complete training prior to performing job functions.
2. Training will be tailored to the roles and responsibilities of the job function of each Marijuana Establishment Agent.
3. Major Bloom will engage the services of a vendor who is a member of the Responsible Vendor Program to provide state-mandated training to all individuals who constitute Agents under the CCC regulations.
4. Staff will receive at least eight hours of on-going training annually.
5. Agents, at a minimum, will be trained and retrained on: applicable state and federal marijuana laws, regulations, and guidelines; standards of conduct and reasons for dismissal; inventory management, applicable operating procedures, emergency and incident management; diversion prevention and security measures; safety;



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appropriate behavior; product handling and good sanitation practices; quality control; product safety; record-keeping; and other topics specified by the CCC.

B. Responsible Vendor Training

1. On or after July 1, 2019, all current owners, managers and employees involved in the handling and sale of marijuana at the time of licensure or renewal of licensure shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor.”
2. Once Major Bloom, LLC is designated a “responsible vendor,” all new employees involved in the handling and sale of marijuana shall be required complete a responsible vendor program within 90 days of hire.
3. After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana shall be required to complete the program once every year thereafter to maintain designation as a “responsible vendor.”
4. Administrative employees who do not handle or sell marijuana may take the “responsible vendor” program on a voluntary basis.

C. Additional Training

New Agents will receive employee orientation prior to beginning work with Major Bloom. Each department manager will provide orientation for Agents assigned to their department. Orientation will include a summary overview of all training modules.

D. Records

1. Marijuana establishments must maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.
2. Training will be recorded and retained in Agents file. Training records will include the signed statement of the individual indicating the date, time, and place training took place, as well as the topics discussed, including the name and title of presenter.



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Marijuana Establishment Agents will have continuous quality training and a minimum of 8 hours annual on-going training.



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PERSONNEL POLICY AND PROCEDURES

I. POLICY

Major Bloom, LLC ‘s (“Major Bloom”) policy is to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. Major Bloom will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law.

II. RESPONSIBLE PARTY

Major Bloom’s Management is primarily responsible for ensuring that equal employment opportunity policies are implemented, however all members of the staff share in the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including, Managers, determined by Major Bloom to be involved in discriminatory practices are subject to disciplinary action and may be terminated.

III. PROCEDURES

A. Staffing

Major Bloom is a business that endeavors to be built on a solid foundation. From the outset, we have decided to recruit only qualified people to service various job positions in our company. We are aware of the stringent statutes, regulations, ordinances, and laws governing the cannabis industry, and, as such, seek to recruit experienced and qualified employees as foundational staff of the organization.

Major Bloom expects to have full time shifts and part time shifts to staff the dispensary. There may be some individuals who choose to work a full ten hour day. Specific shift patterns have not yet been established.

The following are the positions that will be available at Major Bloom’s retail dispensary:

- Chief Executive Officer
- President
- Chief Retail Operations Officer



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- Chief Security Officer
- Economic Bloom Initiative Coordinator
- Reception
- Sales Agent
- Security Agent

1. Chief Executive Officer

- Making major managerial decisions
- Managing Major Bloom's overall operations and resources
- Overseeing Major Bloom's licensing and compliance efforts
- Acting as the main point of communication between the different sectors of the company, government entities, and the public
- Leading the development of the company's short-and long-term strategy
- Creating and implementing Major Bloom's vision and mission
- Evaluating the work of other executive leaders within the company
- Making sure that Major Bloom achieves all set goals and initiatives

2. President

- Making major managerial decisions
- Overseeing the company's day-to-day operations
- Liaison between investors and management
- Working with Chief Retail Operations Officer to create operational strategies and policies
- Overseeing the planning, development and execution of Major Bloom's marketing and advertising initiatives
- Generating revenue by increasing sales through successful marketing for the entire organization, using market research, pricing, product marketing, marketing communications, advertising and public relations
- Maintaining awareness of the competitive market landscape, expansion opportunities, and industry developments
- New business development
- Distribution channel management

3. Chief Retail Operations Officer

- Day-to-day administration and operation of Major Bloom's retail dispensaries
- Executing Major Bloom's business plans according to Major Bloom's business model
- Communicating operational strategies to employees
- Building employee alignment with company goals (and vice versa)



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- Overseeing human resource development, including training staff on customer service, sales and product knowledge
- Assist the executive team with the implementation of operational rules, regulations, policies, and procedures; ensure best practices are consistently adhered to by staff and that all manuals are up to date
- Sales and growth management
- Customer service

4. Store Manager

- Manage day-to-day operations of Major Bloom's retail dispensary, including Managing all tasks related to the dispensary, sales and marketing, public relations, inventory, and accounting
- Supervise Dispensary staff and Security Team
- Ensure all staff is on time, in professional attire, and well-groomed
- Complete checkouts for sales agents and ensure all cash handling procedures are being followed
- Ensure all opening duties are completed before opening and closing duties are completed and the facility is completely secured before departing for the night
- Maintain current knowledge of all federal, state, and local statutes, regulations, and ordinances pertaining to cannabis sales and ensure dispensary's compliance with said statutes, regulations, and ordinances
- Maintain accurate records of all dispensary activities including daily cash reconciliations, sales, and deliveries in accordance with the Commonwealth of Massachusetts and provide a periodic report to the Executive Board
- Provide timely and accurate recording of expense classification for city, state, and federal taxes
- Manage inventory; order all dispensary inventory and supplies
- Maintain inventory control system and perform daily counts of all cannabis products in the facility
- Ensure proper ambiance and cleanliness within retail facility at all times
- Conduct quarterly staff reviews as well as employee annual reviews
- Set sales goals and incentives for all staff
- Work with executive team to create and implement staff incentive programs to increase level of service, promote upselling, and enhance staff morale
- Participate in local business organizations and networking groups
- Make improvement recommendations and be proactive on implementing methods for improving the retail facility
- Monitor display daily

5. Chief Security Officer



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- Develop, manage, and implement Major Bloom’s security policies and procedures
 - Oversee the security operations for Major Bloom’s retail facility
 - Create and implement Major Bloom’s Security Plan
 - Oversee employment of security personnel
 - Ensure security plan’s compliance with all relevant statutes, regulations, ordinances, and guides
 - Establish and monitor key activities, employees, and security policies and procedures
6. Economic Bloom Initiative Coordinator
- Oversee Major Bloom’s Economic Bloom Initiative (“Initiative”), which is Major Bloom’s community reinvestment and community outreach program
 - Implement and oversee the Initiative
 - Understand the needs of disproportionately impacted communities and develop solutions and strategies for meeting those needs
 - Work with the President to assess Major Bloom’s environmental impact and develop methods to reduce such impact, if any
 - Implement Major Bloom’s Direct Impact Program and Diversity Program
7. Sales Agent
- Responsible for sales and customer experience by maintaining a tidy, safe, and inviting store
 - environment
 - Ensure the sales floor is properly stocked and the presence of the store is well maintained
 - Promote a work environment that is positive, customer-service oriented, and compliant with established policies and procedures
 - Maintain product knowledge
 - Greeting customers warmly when they enter
 - Accurately use and maintain the Point Of Sale (POS) system in person and for placing phone orders
 - Correct cash handling and discount application
 - Other duties as assigned by the Management Team
8. Security Agent
- Verifying customer identification
 - Ensure the safety of the dispensary by implementing the security policy and procedures.
 - Survey the facility for suspicious activity
 - Report any suspicious activity to the appropriate authority



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- Provide recommendation to Chief Security Officer for security improvements.

B. New Employees

1. Employee Registration with the Cannabis Control Commission. Major Bloom will register all employment candidates with the Cannabis Control Commission. Candidates shall:
 - a. Be at least 21 years of age;
 - b. Have never been convicted in the Commonwealth of distribution of controlled substances to minors or a like offense in another jurisdiction;
 - c. Be suitable for registration in accordance with 935 CMR 500.800 (Background Check Suitability Standards) and 500.802 (Suitability Standard for Registration as a Marijuana Establishment Agent); and
 - d. Undergo background checks, as required by law, and obtain all necessary permits/licenses prior to the commencement of work.

2. Employment Reference Checks

To ensure that individuals who join Major Bloom are well qualified and have a strong potential to be productive and successful, it is the policy of Major Bloom to check the employment references of all applicants.

3. Equal Employment Opportunity

- a. Major Bloom, LLC is an equal opportunity employer and strives to comply with all applicable laws prohibiting discrimination based on race, color, sex, age, religion, national origin or ancestry, physical or mental disability, marital status, veteran status, and any other basis protected by federal and state laws. This applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, transfer, leaves of absence, compensation and training.
- b. Major Bloom, LLC expressly prohibits all such unlawful discrimination and all persons involved in the operations of Major Bloom, LLC are prohibited from engaging in any type of discriminatory conduct. Any person determined to be involved in any such discrimination shall be subject to disciplinary action including termination.

4. Unlawful Harassment



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- a. Major Bloom strives to maintain a work environment that is free of discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including Managers, co-workers, vendors, or customers.
- b. Any Manager, employee, or vendor determined by Major Bloom to be involved in unlawful harassment will be subject to disciplinary action and may be terminated.
- c. Any customer determined by Major Bloom to be involved in unlawful harassment may be permanently banned from the premises.

5. Americans with Disabilities Act

- a. Major Bloom is committed to complying with the Americans with Disabilities Act. Company recognizes that some individuals with disabilities may require accommodations at work.
- b. Major Bloom will attempt to reasonably accommodate qualified individuals with a temporary or long term disability so that they can perform the essential functions of the job, unless doing so would create an undue hardship on Major Bloom.

C. Policy for Immediate Dismissal of Agents; Offenses

- 1. Major Bloom shall take disciplinary action against any employee who has been found to have engaged in inappropriate conduct. Prior to undertaking any such action, Major Bloom shall engage in sufficient investigation to obtain sufficient evidence to allow Major Bloom to determine that such action was actually engaged in by the employee in question. Disciplinary action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.
- 2. Notwithstanding the foregoing, Major Bloom employees are subject to immediate termination from employment if the employee has:
 - a. Been found to have diverted marijuana. Such diversion will be reported to law enforcement officials and to the Commission.
 - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment. Major Bloom shall report the termination and cause to the Commission; or
 - c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the



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

D. Personnel Records and Data Changes

1. Personnel Records

- a.** Major Bloom shall maintain a personnel record for each employee or contractor for at least 12 months after termination of the individual's affiliation with the Company. Each personnel record will include, at a minimum, the following:
 - 1)** All materials submitted to the commission pursuant to 935 CMR 500.030(2);
 - 2)** Documentation of verification of references;
 - 3)** The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - 4)** Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - 5)** Documentation of periodic performance evaluations;
 - 6)** A record of any disciplinary action taken; and
 - 7)** Notice of completed responsible vendor and eight-hour related duty training.


2. Data Changes

Employees must promptly notify Major Bloom of any changes in personnel data, including: personal mailing addresses, telephone numbers, number and names of dependents, emergency contacts, educational accomplishments, pending criminal charges, and other such status reports should be accurate and current at all times.



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	MAJOR BLOOM, LLC	Security & Safety Policies & Procedures SSP-3
		Effective/Revised Date: 1/2/19
		Supersedes: New
Subject: Alcohol, Smoke, and Drug-Free Workplace Policy and Procedures		Approved by: CEO

I. PURPOSE

The unauthorized possession, use or abuse of drugs or alcohol in the workplace poses an unacceptable risk to the safe, healthful, and efficient performance of our job responsibilities and endangers Major Bloom, LLC's ("Major Bloom" or "Company") employees, customers, property, equipment and reputation. The Company is committed to providing all employees with a drug and alcohol-free workplace and has established the following Alcohol, Smoke, and Drug-Free Workplace Policy ("Policy") with regard to the unauthorized use and possession of prohibited substances. This Policy is established to: ensure a safe environment for employees and customers; protect Company and employee property; increase productivity, efficiency and quality of service; and enhance operational security. This Policy complies with Company's obligations under Attleboro Zoning Ordinance § 17-10.15(F)(3)(g) and 935 CMR 500.105(1).

II. SCOPE

This Policy applies to all of Company's employees and prospective employees.

III. POLICIES & PROCEDURES

- 1. When the Policy applies:** The Policy shall apply to employees when they are on Company time or on Company premises. It also covers certain specified conduct that takes place outside of Company time and off Company premises. For the purposes of this Policy, Company "premises" is defined as all property, facilities, land, buildings, structures, fixtures, installations, automobiles, trucks and other vehicles, whether owned, leased or used by Stryker. Company "time" is defined as any period when an employee is on duty, is performing, expected to be performing, or is ready to perform



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work duties for Major Bloom, whether or not the employee is at his or her regularly assigned work station or location.

2. Prohibited conduct

- 2.1** Unauthorized use, consumption, possession, manufacture, distribution, dispensation, solicitation or sale of a prohibited substance (as defined in Section 3) on Company time or Company premises.
- 2.2** Being under the influence of an illegal drug, controlled substance or alcohol.
- 2.3** Storing any prohibited substance in a locker, desk, office, automobile or other container or repository.
- 2.4** Refusing to sign a statement agreeing to abide by Company's Alcohol, and Drug-Free Workplace Policy.
- 2.5** Refusing to consent to testing, or failing to submit a sample for testing without valid medical explanation, when requested by Major Bloom consistent with the requirements of this Policy.
- 2.6** Smoking cigarettes in non-designated areas.
- 2.7** Substituting or adulterating anybody substance or specimen submitted for testing, or falsely representing that the body substance or sample fluid is the employee's own sample.
- 2.8** Failure to notify Company of a conviction under any criminal drug statute for a violation occurring in the workplace within five (5) days after the conviction (including pleas of guilty or no contest/nolo contendere).
- 2.9** Off-duty use, consumption, possession, manufacture, distribution, dispensation, solicitation or sale of a prohibited substance that adversely affects the employee's work performance, his/her own or others' safety at work, or Major Bloom's regard or reputation in the community.
- 2.10** Failing to adhere to the requirements of any drug or alcohol treatment or rehabilitation program in which the employee is enrolled.



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2.11 Refusing to submit to a search when requested by Major Bloom consistent with the requirements of this Policy and based upon reasonable suspicion that the employee or prospective employee has engaged in unlawful or improper activity.

3. Prohibited substances

3.1 Illegal drugs and other controlled substances (including trace amounts) which have the effect of altering the physical and/or mental abilities of the employee. Such illegal drugs include, but are not limited to, marijuana, cocaine, opiates, phencyclidine, and amphetamines.

3.2 Alcohol, which is defined as alcoholic beverages and any other beverage, mixture or preparation, including any medication containing alcohol.

3.3 Prescription drugs which are known to or may impair a person's work performance, except as provided in section 4, or prescription medication which has not been legally obtained for personal use.

4. Prescription Drugs and Other Medications

4.1 Employee Responsibility

- An employee using a prescription drug or over-the-counter medication, which is known to or may cause impairment, is responsible for being aware of any potential effect such drug may have on his/her judgment or ability to perform duties and for reporting such use to his/her supervisor prior to beginning work. Major Bloom, at all times, reserves the right to have its physician determine if a prescription drug or medication impairs work performance and may restrict the employee's work activity accordingly.

4.2 Employee Affirmative Duties

- An employee shall inform his/her supervisor prior to using any prescription or over-the-counter medication that is impairing or has the potential to impair performance on the job.
- Each prescription drug container shall be in the employee's name and shall be used only as directed by the employee's physician. Over-the-counter



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medications also shall be used only for the purpose intended, and in the dosage and manner recommended.

5. Implementation and Enforcement of Policy

5.1 The following testing procedures may be employed to assure compliance with the Policy. Applicants and employees may be requested to submit samples for prohibited substance testing, which may include, but are not limited to, urine, saliva, blood, plasma, breath, hair follicle or other accepted testing procedures in the following circumstances:

- As a condition of consideration for employment
 - Applicants who have received a contingent offer of employment may be required to undergo and pass a drug test. Applicants who test positive on a pre-employment drug test shall be disqualified for further consideration.
- Reasonable suspicion of an employee
 - When Major Bloom has reasonable suspicion to believe that an employee has unauthorized possession of or has used, sold, purchased, manufactured, dispensed, distributed or is under the influence of prohibited substances on Major Bloom premises.
 - Reasonable suspicion that an employee has used or is under the influence of a prohibited substance exists when an employee's appearance, behavior, speech, breath or body odors indicate the use or effects of alcohol or drugs.
 - If an employee who is selected for reasonable suspicion testing does not require immediate medical attention, the company will provide transportation to a specimen collection site. If necessary, Company will also attempt to make arrangements for suitable transportation to the employee's home following testing.
 - An employee who is required to take a reasonable suspicion test is considered unqualified to work and will be placed on immediate unpaid suspension, pending the results of his/her test(s). If the test results are negative and if the employee has fully cooperated with the testing, the employee will suffer no loss of regular pay or benefits as a result of the testing.



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6. Investigation

6.1 Searches

- An employee's personal property will not be subject to a search for drugs or alcohol unless there is reasonable suspicion to believe the employee is in possession of or has sold, purchased, manufactured, dispensed or distributed prohibited substances while on company time or premises, unless otherwise required by law, regulation or a last chance agreement. Major Bloom reserves the right to inspect the contents of any company property being used by the employee at any time. This includes desks, lockers, company cars, and other company facilities.

6.2 Employee Privacy

- Testing and searches will be conducted with due regard for the personal privacy and dignity of each employee.

7. Refusal to submit to tests or searches: No employee test or search of an employee's personal property will be conducted without the employee's written consent. However, an employee who refuses to submit to a test or search may be subject to disciplinary action up to and including discharge.

8. Consequences and last chance agreements

8.1 Any employee who violates this Policy will be subject to disciplinary action, up to and including discharge, at Major Bloom's sole and exclusive discretion.

8.2 An individual who violates this Policy may, at Major Bloom's sole discretion and without precedent, be offered the opportunity to enter into a "last chance agreement." The primary objective of a last chance agreement is to offer rehabilitation to an employee who has or may develop drug or alcohol problems or other health or behavioral problems. A last chance agreement shall provide that an employee who violates this Policy may return to employment at Major Bloom under the following conditions:

- The employee must sign a written acknowledgment admitting that he/she has a substance abuse problem.




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- The employee must successfully complete a licensed rehabilitation program approved by the company. A written statement of successful completion must be provided from the licensed rehabilitation program.
- The employee must agree to submit to unannounced random testing for the duration of the treatment plus one year.
- An employee returned to work under a last chance agreement will be subject to immediate discharge for any violation of this Policy including, but not limited to, a positive test result for the use of any prohibited substance as defined by this Policy.

	MAJOR BLOOM, LLC	Security & Safety Policies & Procedures SSP-3
		Effective/Revised Date: 1/2/19
		Supersedes: New
Subject: Confidential Information Storage, Access, and Transmission Plan		Approved by: CEO

I. STORAGE, ACCESS, AND TRANSMISSION OF CONFIDENTIAL INFORMATION

A. POLICY

It is the policy of Major Bloom, LLC to control access to and maintain the confidentiality of records that contain Confidential Information, in order to protect the privacy of Major Bloom, LLC, its employees, customers, suppliers and vendors to reduce the risk of identity theft, and to comply with relevant federal and state laws and regulations governing Confidential Information, including:

- the Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- the Family Educational Rights and Privacy Act of 1974 (FERPA);
- the Gramm-Leach-Bliley Act (GLB);
- 935 C.M.R. 500; and
- other state and federal statutes and regulations as appropriate.

To facilitate the protection of Confidential Information collected, used, and/or maintained by Major Bloom, LLC, Company requires that its employees protect all Confidential Information, including Confidential Information, by safeguarding it when in use, protecting it properly when not in use, and sharing it appropriately. Confidential Information will only be shared as allowed by state and federal law and Major Bloom policy.

As detailed in the Confidentiality Policy, all employees with access to Confidential Information shall receive training at least once per year regarding the requirements of this policy.

For the purpose of this policy, “Confidential Information” means:

- information capable of being associated with a particular individual through one or more identifiers, including, but not limited to, a Social Security number, a driver’s license number, a state identification card number, an account number, a credit or debit card number, a passport number, an alien registration number or a health insurance identification number;

- protected health information as defined by HIPAA, which generally includes identifiable health information – with certain exceptions;
- financial records,
- business, marketing, and strategic plans,
- personnel and payroll records regarding current and former employees,
- inventions, programs, trade secrets, formulas, techniques and processes, and any other documents or information regarding the company's operations, procedures or practices; and
- all other nonpublic Confidential information.

Confidential Information does not include publicly available information that is lawfully made available to the general public from federal, state or local government records or widely distributed media. Confidential Information includes information stored in any format, including but not limited to electronic media, hard copy documents, and certain types of information that may be conveyed orally. Any employee with questions about whether certain information constitutes Confidential Information as defined by this policy or any other question about the meaning or implementation of this policy should contact their Manager or Human Resources Department.

Employees who do not comply with this policy may be subject to disciplinary action, including but not limited to, termination.

II. Procedures for Electronically Stored Confidential Information

A. Storage of Confidential Information in Electronic File

1. All Major Bloom, LLC electronic files that contain Confidential Information shall be stored on the central Company servers or be encrypted and stored in a secure location. Such files may not be stored on Confidentially-owned computers or devices.
2. All Major Bloom, LLC electronic files that contain Confidential Information and that are stored on hard drives and storage devices being removed from service shall be completely erased and/or the devices destroyed.

B. Transmission of Confidential Information in Electronic Files

1. All off-premise connections to Company servers that involve the transmission of Confidential Information managed by Major Bloom, LLC must be through any method deemed appropriate by Management or through a secure VPN.
2. All Major Bloom, LLC files that contain Confidential Information that are transmitted or transported off premise must be encrypted and must be stored on devices owned by Major Bloom, LLC.

3. All Major Bloom, LLC files that contain Confidential Information shall not be transmitted over any public wireless network.

C. Access to Confidential Information Contained in Electronic Files

1. Employees may only access Confidential Information contained in Company records by contacting the Human Resources Department. The Human Resources Department will ensure that any access to Company records is consistent with relevant law and Major Bloom, LLC policy.
2. Except with the approval of Management, employees may never access Confidential Information contained in employee records for any other employee. In the rare case that an employee is allowed to access Confidential Information contained in the employee records of another employee, Human Resources will ensure that such access is consistent with relevant law and Major Bloom, LLC policy.

III. Procedures for Confidential Information Stored in Hard Copy

A. Identification of Hard Copy Materials Containing Confidential Information

1. Employees should be aware of which hard copy materials contain Confidential Information.
2. Because Confidential Information may appear in unusual or unconventional places, employees should review hard copy materials that they receive to determine whether or not the materials contain Confidential Information.

B. Storage of Hard Copy Materials Containing Confidential Information

1. Employees must store hard copy materials with Confidential Information in a locked cabinet. Any employee who has or obtains hard copy materials with Confidential Information, and who does not have a locked cabinet, should alert his or her supervisor.
2. When working with Confidential Information in hard copy format, employees should take common sense precautions. For example, employees should not leave hard copy materials containing Confidential Information on their desks when gone for a prolonged period of time, such as for lunch or overnight.
3. Each employee should only have, obtain, and keep the minimum amount of Confidential Information necessary to perform his or her job. Similarly, employees should only copy and/or share hard copy materials containing Confidential Information when it is necessary to perform the business of Major Bloom, LLC.

C. Transmission of Hard Copy Materials Containing Confidential Information

1. Employees may not take hard copy materials containing Confidential Information off premise without the permission and knowledge of their Supervisor.

2. Any Supervisor who permits an employee to take hard copy materials containing Confidential Information off-premise must track the materials, including: (a) the Confidential Information that has been taken off-premise; (b) the format of the materials; (c) the type of documents taken off-premise; (d) the purpose for which the material has been taken off-premise; (e) the time period for which the material is expected to be off-premise; and (f) that the materials have been returned. A supervisor must track this information in a written record, preferably by keeping a log.
3. Any supervisor who permits hard copy materials containing Confidential Information to be taken off-premise must monitor the return of the materials in the agreed-upon time period. If the materials do not return in that agreed-upon time period, the supervisor must report the missing materials to Executive Management within 24 hours. The ability of Major Bloom, LLC to investigate any potential loss of Confidential Information critically depends on supervisors taking this requirement seriously.
4. Any employee who takes hard copy materials containing Confidential Information off-premise must take common sense steps to protect that material. For example, employees should not leave the materials unattended, including in a bag in the airport, in a locked but empty car, or in any other unattended location. Where possible, employees should keep hard copy materials containing Confidential Information in their Confidential possession.
5. Any employee who takes hard copy materials containing Confidential Information off-premise should take the minimum amount necessary to perform his or her job.
6. If practical, any employee who needs to take hard copy materials containing Confidential Information off-premise should convert those hard copy materials into an electronic format and store the materials on an encrypted device.


D. Disposal of Hard Copy Materials Containing Confidential Information

1. Employees should dispose of hard copy materials containing Confidential Information through the shredding services provided by Major Bloom, LLC. Employees may not dispose of hard copy materials containing Confidential Information at home, while traveling, or by placing the materials in a trash bin. This means that employees who take hard copy materials containing Confidential Information off-premise must return the materials to the Company for disposal and not perform that disposal off-premise.
2. Each employee who has Confidential Information in hard copy format must be aware of and comply with the legal requirements regarding the retention and destruction of different types of materials.

IV. NON-DISCLOSURE

A. Consequences of Disclosure

1. Employees must not disclose any confidential information to any unauthorized person inside or outside the company. Employees who are unsure about the confidential nature of specific information must ask the t heir supervisor or human resources for clarification.
2. The company reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.
3. Employees will be subject to appropriate disciplinary action, up to and including termination of employment for revealing information of a confidential nature.
4. Employees may be required to enter into written confidentiality agreements confirming their understanding of the company's confidentiality policies.

	MAJOR BLOOM, LLC	Personnel-Related Operating Procedures PROP-9
		Effective/Revised Date: 1/2/19
		Supersedes: New
Subject: Policy and Procedures for Employee Dismissal for Diversion and Other Acts		Approved by: CEO

A. POLICY

Major Bloom, LLC (“Major Bloom”) understands that ensuring the safety and longevity of the marijuana market requires preventing the diversion of marijuana into the unregulated market. Major Bloom understands that the greatest risk of diversion comes from those with access to Major Bloom’s facilities. As such, Major Bloom has a Zero Tolerance policy with respect to all employees with regard to the diversion of marijuana, engaging in practices deemed unsafe, and any conviction, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the U.S. and its territories. Any employee found to have engaged in any of aforementioned acts shall be immediately terminated of their employment and banned from all Major Bloom facilities. In addition, any employee who is caught diverting marijuana or engaging in unsafe practices shall be reported to law enforcement and the CCC.

B. PROCEDURES

1. Diversion and Unsafe Practices

- a. **Termination of Employment.** Whenever there is substantial proof that an employee has 1) diverted marijuana/marijuana products or money from any Major Bloom facility or 2) engaged in unsafe practices with regard to the operation of Major Bloom’s facilities, the employee shall be immediately terminated and banned from all Major Bloom facilities. Notice will be provided to all Major Bloom facility managers, who will then immediately alert all Major Bloom personnel of terminated employees status in the manner that the manager has determined to be the most effective. Security personnel will be instructed to deny the terminated employee access to Major Bloom’s facilities.
- b. **Notification to Law Enforcement.** Law enforcement shall be alerted immediately after the discovery of diversion or unsafe practice.
- c. **Notification to CCC.** The CCC shall be notified within 24 hours of the discovery of diversion or unsafe practice.

2. Drug-Related Offenses

- a. **Termination of Employment.** If an employee, during the term of employment, gets convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in U.S. and territories, the employee will be immediately terminated and banned from all Major Bloom facilities. Notice will be provided to all Major Bloom facility managers, who

will then immediately alert all Major Bloom personnel of terminated employees status in the manner that the manager has determined to be the most effective. Security personnel will be instructed to deny the terminated employee access to Major Bloom's facilities.

- b. Notification to CCC.** The CCC shall be notified within 24 hours of the discovery of diversion or unsafe practice.



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POLICIES AND RPOCEDURES FOR MAINTAINING FINANCIAL RECORDS

I. POLICY

Major Bloom, LLC (“Major Bloom”) shall maintain company’s financial records in accordance with Major Bloom’s operating agreement as well as applicable laws.

II. RESPONSIBLE PARTY

Major Bloom’s Secretary shall be responsible for maintaining the company’s financial records and will work closely with the President to ensure their accuracy.

III. PROCEDURES

- A.** Major Bloom’s financial records shall be maintained in accordance with generally accepted accounting principles.
- B.** Major Bloom shall maintain computerized records of the following:
 - 1.** Assets and liabilities;
 - 2.** Monetary transactions;
 - 3.** Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - 4.** Sales records including the quantity, form, and cost of marijuana products; and
 - 5.** Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment.
- C.** Major Bloom shall maintain financial records for a period in accordance with its operating agreement but never for less than twelve (12) months.
- D. Recording Sales - 935 CMR 500.140(5)**



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1. **CCC-Approved POS System - 935 CMR 500.140(5)(a)**. Major Bloom shall use a point-of-sale (POS) system approved by the CCC, in consultation with the DOR.
2. **DOR-Approved Sales Recording Modules - 935 CMR 500.140(5)(b)**. Major Bloom shall only utilize a sales recording module approved by the DOR.
3. **Software Restrictions - 935 CMR 500.140(5)(c)**. Major Bloom shall not use any software or other methods to manipulate or alter sales data.
4. **Monthly Audit - 935 CMR 500.140(5)(d)**
 - a. **Monthly Audit**. Major Bloom shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.
 - b. **Maintenance of Monthly Analysis Records**. Major Bloom will maintain records that it has performed the monthly analysis and produce it on request to the CCC.
 - c. **Notice and Action Pursuant to Manipulation or Alteration of Sales Data**. If Major Bloom determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data, Major Bloom shall:
 - 1) Immediately disclose the information to the CCC;
 - 2) Cooperate with the CCC in any investigation regarding manipulation or alteration of sales data; and
 - 3) Take such other action directed by the CCC to comply with 935 CMR 500.105.
5. **Record Retention - 935 CMR 500.140(5)(e)**. Major Bloom shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
6. **935 CMR 500.140(5)(f)**. Major Bloom shall adopt separate accounting practices at the point-of-sale for Marijuana and Marijuana Product sales and non-Marijuana sales.
7. **935 CMR 500.140(5)(g)**. The Commission and the DOR may audit and examine the point-of-sale system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.



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8. Major Bloom will not operate a co-located adult-use marijuana retailer and medical treatment center. Major Bloom's retail facility will operate under the adult-use regulations.



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DIVERSITY PLAN

I. INTRODUCTION

As a certified Economic Empowerment Applicant, Major Bloom, LLC ("Major Bloom") understands the value of a diverse workforce. Major Bloom believes that it is incumbent upon those who are privileged to participate in the industry to mold the industry in a manner that has not been done in other industries. Because the legal marijuana market is only in its nascent stages, the policies and business norms that we establish today will have lingering impacts for decades to come. As such, Major Bloom is striving to ensure that diversity is made a top priority not just in the company, but in the industry as a whole.

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

II. GOALS

Major Bloom's diversity plan is designed to promote equity among minorities, women, veterans, the LGBTQ+ community, and persons with disabilities by focusing on the below goals.

1. **Ensuring Workforce Diversity.** Major Bloom shall ensure that its workforce is at least 60% diverse by providing equitable opportunities in all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. Major Bloom shall provide its workforce the training and tools necessary to succeed in the organization and the industry.
2. **Utilizing Diverse Suppliers, Contractors, and Wholesalers.** Major Bloom shall ensure that the suppliers, contractors, and wholesalers that Company utilizes are diverse by setting a goal of having at least 60% of our contracts with suppliers, contractors, and wholesalers awarded to diverse companies.

III. PROGRAM

1. **Ensuring Workforce Diversity**



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- A.** Major Bloom will ensure that its workforce remains at least 60% diverse by engaging in the following:

a. Diverse Applicant Requirement

- 1)** For every employment opportunity that Major Bloom has available, Major Bloom will interview at least one candidate of diverse background for the position. The intent is to ensure that we have a diverse pool of applicants for each position.
- 2)** To ensure that the pool of applicants is diverse, Major Bloom shall:
 - a.** Promote available positions on platforms designed to reach diverse individuals, including LinkedIn, Instagram, and Facebook.
 - b.** Utilize the services of a talent acquisition agency, if necessary, to recruit diverse candidates.

- B.** Trainings. Major Bloom shall hold up to three trainings per year to ensure that employees have the tools that they need to succeed in the Company. Such trainings shall include topics related to their current roles and responsibilities and may include training that prepares them for a desired position or promotion in the organization.

2. Diverse Executive Management Team

- A.** Major Bloom will ensure that the Executive Management team remains at least 60% diverse by:

- 1)** Recruiting diverse individuals; and
- 2)** Training current employees to prepare them for a position on the Executive Management team.

3. Diverse Suppliers, Contractors, and Wholesalers

- A.** Major Bloom will ensure that at least 60% of company's contracts with suppliers, contractors, and wholesalers are awarded to diverse companies by engaging in the following:

- 1)** For every supplier, contractor, or wholesaler that Major Bloom seeks to utilize, Major Bloom will attempt to first contract with a diverse supplier, contractor, or wholesaler.



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- 2) Prior to entering into a contract for services or supplies, Major Bloom will confirm whether the supplier, contractor, or wholesaler has: diverse ownership, a diverse executive management team, or a diverse workforce. Major Bloom's intent is to increase diversity in the marijuana industry by requiring its suppliers, contractors, and wholesalers to be diverse.

IV. MEASUREMENTS

1. Diverse Workforce

Major Bloom shall utilize the below metrics to measure the success of Company's Workforce Diversity Plan:

- a. The number of diverse individuals who were hired and retained after the issuance of Major Bloom's license.
- b. If Major Bloom issues any promotions, the number of diverse individuals who were promoted since initial licensure.
- c. The number and subject matter of training and number of diverse attendees at each event.

2. Diverse Executive Management Team

Major Bloom shall utilize the below metrics to measure success of Company's Executive Management Team's Diversity Plan:

- a. The number of diverse individuals who were appointed to the Executive Management Team and retained after the issuance of Major Bloom's license.
- b. If the Company issues any promotions, the number of diverse individuals who were promoted to the Executive Management Team.
- c. The number and subject matter of training and number of diverse attendees at each event.

4. Diverse Suppliers, Contractors, and Wholesalers

Major Bloom shall utilize the below metrics to measure success of Company's Diverse Suppliers, Contractors, and Wholesalers Plan:

- a. The number of attempts to utilize diverse suppliers, contractors, and wholesalers.
- b. The number of diverse suppliers, contractors, and wholesalers utilized by Major Bloom after the issuance of Major Bloom's license.