



Massachusetts Cannabis Control Commission

Marijuana Microbusiness

General Information:

License Number: MB281347
Original Issued Date: 11/20/2018
Issued Date: 11/19/2020
Expiration Date: 11/20/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Gibby's Garden LLC

Phone Number: 508-779-0755 Email Address: gibbysgardenma@gmail.com

Business Address 1: 660 Douglas Street Business Address 2: Suite 300

Business City: Uxbridge Business State: MA Business Zip Code: 01569

Mailing Address 1: 317 Aldrich Street Mailing Address 2:

Mailing City: Uxbridge Mailing State: MA Mailing Zip Code: 01569

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 60 Percentage Of Control: 60

Role: Owner / Partner Other Role:

First Name: KIMBERLY Last Name: GIBSON Suffix:

Gender: Female User Defined Gender:

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

Specify Race or Ethnicity: White

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 4 Percentage Of Control: 20

Role: Manager

Other Role:

First Name: ALFRED

Last Name: GIBSON

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: White

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 20 Percentage Of Control: 20

Role: Other (specify)

Other Role: LEAD CULTIVATOR

First Name: JOSEPH

Last Name: GIBSON

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: White

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Cultivation Environment: Indoor

Establishment Activities: Both Cultivating and Manufacturing

Establishment Address 1: 660 Douglas Street

Establishment Address 2: Unit 300

Establishment City: Uxbridge

Establishment Zip Code: 01569

Approximate square footage of the Establishment: 10000 How many abutters does this property have?: 12

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Community Outreach Meeting Documentation	Comm Outreach Attestation.pdf	pdf	5afcb5cc9eb86611ea7d40e7	05/16/2018
Plan to Remain Compliant with Local Zoning	Uxbridge Zoning Compliance outline for Gibbys Garden.pdf	pdf	5afd542dad75cc3d99a99763	05/17/2018
Community Outreach Meeting Documentation	Comm Outreach Attestation Form.pdf	pdf	5b7debce5a6f093923e4fe20	08/22/2018
Certification of Host Community Agreement	Host Community Agreement Certification.pdf	pdf	5b7dec0bb60ce4391d87ebf2	08/22/2018

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.: \$8084

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Gibbys Positive Impact Plan 2.pdf	pdf	5bbf22971cc320027b4b273f	10/11/2018

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:	Other Role:
First Name: Kimberly	Last Name: Gibson Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 2

Role:	Other Role:
First Name: Alfred	Last Name: Gibson Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 3

Role:	Other Role:
First Name: Joseph	Last Name: Gibson Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	GG LLC Certificate of Org..pdf	pdf	5af7e68b9a67bb11cc7e483a	05/13/2018

Bylaws	Gibbys LLC Company Agreement.pdf	pdf	5b008b7e75ce4404378587e7	05/19/2018
Articles of Organization	Response to inquiry on LLC articles of organization - N Obolensku.pdf	pdf	5b7ddc8f3f9f81395f135b00	08/22/2018
Department of Revenue - Certificate of Good standing	MA Commonwealth Cert of Good Standing and Tax Compliance.pdf	pdf	5b7ddcaf03a477392d0a3014	08/22/2018
Secretary of Commonwealth - Certificate of Good Standing	MA Commonwealth Cert of Good Standing.pdf	pdf	5b7ddcc1aa953e3937b5a030	08/22/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Comm of MA Corp Good Standing.pdf	pdf	5f6f5d8fa54dc507c1f5215a	09/26/2020
Department of Unemployment Assistance - Certificate of Good standing	MA Certificate of UI Compliance 22147562.pdf	pdf	5f6f5d9f9bb9f307992882f0	09/26/2020
Department of Revenue - Certificate of Good standing	MA DOR Cert of GS.pdf	pdf	5f7894b4a54dc507c1f5359b	10/03/2020

Massachusetts Business Identification Number: 001310969

Doing-Business-As Name: Gibby's Garden LLC

DBA Registration City: Uxbridge

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Gibby's Garden Business Plan Update.pdf	pdf	5f789e68e3e99907b865b8a5	10/03/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Qualifications and training	GG Qualifications and Training for Agents.pdf	pdf	5b7dd8ea0d95792d85f42b19	08/22/2018
Quality control and testing	GG Quality Control and Testing Procedures.pdf	pdf	5b7dd8fb5a6f093923e4fdfe	08/22/2018
Restricting Access to age 21 and older	GG Security Policy and Procedures_1016.pdf	pdf	5f78a820e4c06f07e61d2b17	10/03/2020
Inventory procedures	GG Inventory Procedures 1004.pdf	pdf	5f78b9469193d007a2195ebc	10/03/2020
Transportation of marijuana	GG Transportation of Marijuana_1035.pdf	pdf	5f78bc218109e507db040cbd	10/03/2020
Maintaining of financial records	GG Maintenance of Financial Records Procedures_1005.pdf	pdf	5f78bfa78109e507db040cc3	10/03/2020
Storage of	GG Storage of Marijuana Plant-Product_1015.pdf	pdf	5f78c2098109e507db040cc7	10/03/2020

marijuana				
Policies and procedures for cultivating	GG Cultivation_Immature_thru_Flower_phases_1019.pdf	pdf	5f78ca03e3e99907b865b8d7	10/03/2020
Prevention of diversion	GG Prevention of Diversion Plan_1009.pdf	pdf	5f78d5ceac4d5e07c7f9e317	10/03/2020
Diversity plan	GG Diversity Plan_1000.pdf	pdf	5f78d75ea54dc507c1f53605	10/03/2020
Security plan	GG Marijuana Establishment of Hours of Operation and After-hours Contact_1006.pdf	pdf	5f78d9a38109e507db040ce1	10/03/2020
Personnel policies including background checks	GG Personnel Policies_1008.pdf	pdf	5f78dc1473481907b14c9683	10/03/2020
Personnel policies including background checks	Gibbys_Garden_Employee_Handbook_Feb_2020_ver_beta.pdf	pdf	5f78dc6e8109e507db040ceb	10/03/2020
Record Keeping procedures	GG Record-keeping Procedures 1012.pdf	pdf	5f78e10ad4713f079b925c62	10/03/2020
Sample of unique identifying marks for branding	Gibby's 8ths Packaging.jpg	jpeg	5f78e2c4d4713f079b925c67	10/03/2020

ATTESTATIONS

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

I 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 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.:

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Hello - Our Positive Impact Plan sought to work with local agencies and organizations that work to assist vets, ex-inmates and economically challenged citizens in the area.

With the COVID challenges this year we opted to create a video in lieu of holding small informational meetings to be able to offer folks an overview of employment opportunities

in the industry as well the process and information needed to become a registered agent.

When we finally started the process of reaching out to these groups we were met with the federal restrictions on these groups because they accept federal monies. We are now

turning to work with local groups like Masslive.com, Last Prisoner Project and other groups that work directly with those negatively impacted by the moratorium on cannabis in the past.

Because of the contact limitations it is moving slowly however we are moving forward. I have attached the link to the video we made and the guidance packet that accompanies it.

Also - There are many online resources for available openings in the MA cannabis industry. When we have the individuals working with us on agent prep activity, we will assemble

a network of the right parties at the various establishments and communicate that we have hire ready folks available.

Gibby's Garden Information Video of the Employment Opportunities in the MA Cannabis Industry and the Process of Agent Acquisition:

YouTube ID https://www.youtube.com/watch?v=e-guJDIq_7E

The attachment offering is below for those interested in pursuing employment and take advantage of our mentoring.

Any questions/ comments, please give me a call. Thanks, Kim 508-328-2987

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success:

Sept. 20, 2020

Gibby's Garden Diversity Update

As outlined on our Diversity SOP, we will endeavor to provide opportunities for employment to all individuals including those from diverse backgrounds, etc.

In the past year, we have registered six agents. Our current make-up is (4) Women and (5) males actively working.

We are in the process of hiring 2 or 3 more part-time employees as our production is stepping up.

We have not advertised for additional help but have quite a few folks reach out to us through our website contact page.

At such time that we do employ others, we look for specific skill sets that offer a broad benefit to our small organization.

If at all possible, we will pull in minority, criminal background and equity employees into the organization.

Please contact me at anytime if I can provide further information or answer your questions.

Thank you,

Kim Gibson 508-328-2987

kimg@gibbysgarden.co

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Name of Item: Cannabis Flower

Item Type: Flower

Item Description: We predominately grow and process our flower product. Our strains include: Neville's Haze, Amnesia Haze, GG Wedding Mints, High Chew, Blue Dream, Power Africa and OG Kush.

We had been selling all wholesale bulk until we could afford to purchase our our customized packaging for 1/8's. We attached a picture of our packaging below.

Our focus is the best flower on the market, so our prepackaging has become our new use of resources. Picture is below.

I have added Kief and pre-rolls as additional products, but we have not sold either just yet. We will be preparing for whole flower infused tincture, but we have not moved forward yet.

Thanks, Kim 508-328-2987

Item 2

Name of Item: Kief

Item Type: Concentrate

Item Description:

We have been gathering the Kief from the various harvests and will create a Gibby's blend to be tested and sold in grams later this fall. Again, we need the packaging and labeling, so not quite there yet.

Plus with our small cultivation, it takes a while to generate enough kief to make it worthwhile. We will reach out to our inspector prior to offering this for resale.

Item 3

Name of Item: Pre-rolls

Item Type: Flower

Item Description: We just recently bought the pre-roll machine and are working towards offering this soon. We are working on the label, etc... right now.

We had been selling our C&D flower for reduced prices while others made pre-rolls from it, so decided we would do it ourselves.

We will use any of our product that generates C&D buds.

HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 7:00 PM
Tuesday From: 7:00 AM	Tuesday To: 7:00 PM
Wednesday From: 7:00 AM	Wednesday To: 7:00 PM
Thursday From: 7:00 AM	Thursday To: 7:00 PM
Friday From: 7:00 AM	Friday To: 7:00 PM
Saturday From: 7:00 AM	Saturday To: 7:00 PM
Sunday From: 7:00 AM	Sunday To: 7:00 PM

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, Kimberly Gibson, (insert name) attest as an authorized representative of GIBBY'S GARDEN (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 Thu. May 10th 2018 (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 WED MAY 2nd 2018 (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 Tue May 8th 2018 (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 Wed May 2, 2018 (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.

NOTICE OF COMMUNITY OUTREACH MEETING REGARDING MARIJUANA CULTIVATION ESTABLISHMENT GIBBY'S GARDEN, LLC , 660 DOUGLAS STREET

NOTICE OF COMMUNITY OUTREACH MEETING REGARDING MARIJUANA CULTIVATION ESTABLISHMENT GIBBY'S GARDEN, LLC , 660 DOUGLAS STREET, UXBRIDGE, MA 01569 Notice is hereby given that Gibby's Garden, LLC of 660 Douglas Street, Uxbridge, Massachusetts will conduct a Community Outreach Meeting on the following matter on May 10th, 2018 in the Veterans of Foreign War Post 1385, 13 Cross Rd., Uxbridge, Ma 01569, at 7:00 pm. Gibby's garden will be applying for a Marijuana Micro-business License, citing a location at 660 Douglas Street, Uxbridge, MA pursuant to M.G.L. Ch94G, Chapter 55 of the Acts of 2017, and Massachusetts Cannabis Control Commission Regulations 935 CMR 500,000. Information presented at the community outreach meeting will include, but not be limited to: 1. The type of Marijuana Establishment to be located at the proposed address. 2. Information adequate to demonstrate that the Marijuana Cultivation Establishment location will be maintained securely. 3. A plan by the Marijuana Establishment to positively impact the community; and 4. Information adequate to demonstrate that the location will not have a negative impact on the community and meets local zoning bylaw requirements. 5. A Q&A period will be offered. Submitted by Gibby's Garden LLC 05/02/2018 Submitted by Gibby's Garden LLC 05/02/2018

Appeared in: **Worcester Telegram & Gazette** on Wednesday, 05/02/2018

[Back](#)

Hello – Please see the announcement of our Community Outreach Meeting to review our Marijuana Cultivation business as required by the MA State Cannabis Control Commission.

If you cannot make the meeting and would like to speak with us, please reach out anytime. Thank you.

Kim and Fred Gibson
508-328-2987 / 508-844-7534

Legal Notice

NOTICE OF COMMUNITY OUTREACH MEETING REGARDING
MARIJUANA CULTIVATION ESTABLISHMENT GIBBY'S GARDEN,
LLC , 660 DOUGLAS STREET, UXBRIDGE, MA 01569

Notice is hereby given that Gibby's Garden, LLC of 660 Douglas Street, Uxbridge, Massachusetts will conduct a Community Outreach Meeting on the following matter on May 10th, 2018 in the Veterans of Foreign War Post 1385, 13 Cross Rd., Uxbridge, Ma 01569, at 7:00 pm. Gibby's garden will be applying for a Marijuana Micro-business License, citing a location at 660 Douglas Street, Uxbridge, MA pursuant to M.G.L. Ch94G, Chapter 55 of the Acts of 2017, and Massachusetts Cannabis Control Commission Regulations 935 CMR 500,000.

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

1. The type of Marijuana Establishment to be located at the proposed address.
2. Information adequate to demonstrate that the Marijuana Cultivation Establishment location will be maintained securely.
3. A plan by the Marijuana Establishment to positively impact the community; and
4. Information adequate to demonstrate that the location will not have a negative impact on the community and meets local zoning bylaw requirements.
5. A Q&A period will be offered.



May 14, 2018

Board of Selectmen
Town Manager
Uxbridge, MA 01569



RE: Gibby's Garden Marijuana Micro-Business Information to accompany the Host Agreement Reflecting Compliance with Marijuana Zoning Bylaw guidance

Hello Sirs and Ladies:

We appreciate your consideration in generating a Host Community Agreement between the Town of Uxbridge and Gibby's Garden, LLC.

Our relevant information is as below:

1. Gibby's Garden Business Plan:

- a. We are applying for a **Micro-business License** through the state of MA.
A Micro-business is defined by the state as: A marijuana establishment that is licensed to act as a licensed marijuana cultivator in an area less than 5000 sf. of plant canopy, a licensed marijuana product manufacturer and a licensed marijuana delivery service in compliance with the operating procedures for each such license.

2. Gibby's Garden Cultivation and Production Information meets zoning bylaws:

- a. Location: 660 Douglas Street, Uxbridge, MA
- b. **Zoning: Industrial B – as required by new Marijuana Bylaw**
- c. **Meets the required 750 ft from a K-12 school facility.'**
- d. Area of tenant space: appr. 4,000 SF of warehouse space to include administrative, cultivation and production spaces.

3. As per MA/ Uxbridge state requirements:

- a. There will be no signage on the exterior of the building identifying the business.
- b. Security will include card access, camera surveillance and long term record storage and will be inspected and signed off on by the MA CCC inspectors.
- c. All employees will be registered with the CCC as a marijuana establishment agent.

- d. All finish product will be secured in a restricted area while at the facility or while in transit to the retail establishments.
- e. **Gibby's garden has met with Chief Burke of the UPD and completed review of the drawings and security plan.**

4. Next Steps:

- a. Generating and requiring all items as required for state license application.
- b. Host Community Agreement.
- c. **Community Outreach Session – Performed Thursday May 10, 7 PM, VFW Hall , Rte 16, Uxbridge**
- d. Floor plan and security design in place
- e. Reviewed with UPD.
- f. File the MA State License Application May 18, 2018

5. Host Community Agreement Specifications:

- a. Address: 660 Douglas Street
- b. Marijuana Establishment Type: MA Marijuana Micro-business
- c. LLC Owners Alfred, Kimberly and Joseph Gibson
- d. Date of marijuana business start: 07/01/2018 and upon receipt of MA State licensure.
- e. Expected date of first revenue from cultivation: 12/01/2018
- f. Community impact fee: 1.25% of gross revenue from annual wholesale sales.

Please contact us at anytime if we can provide further information or to answer your questions.

Thank you,

Kim, Fred and Joe Gibson

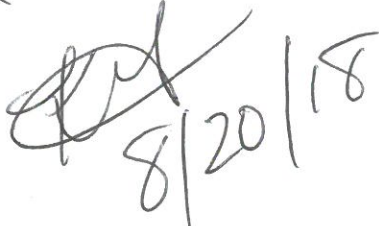
508-328-2987 / 508-844-7534

Community Outreach Meeting Attestation Form

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I, Kimberly Gibson, (*insert name*) attest as an authorized representative of GIBBY'S GARDEN (*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 Thu. MAY 10th 2018 (*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 WED MAY 2nd 2018 (*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 Tue May 8 2018 (*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 Wed May 2, 2018 (*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*).

affirmed

8/20/18

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.

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

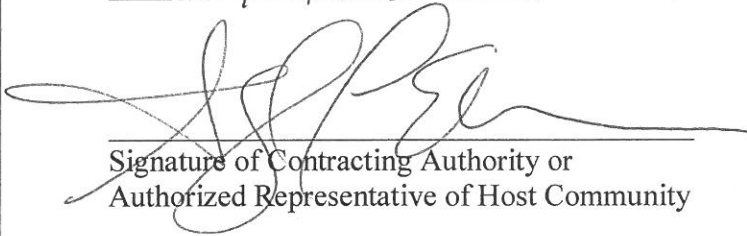
I, Alfred B. Gibson, (*insert name*) certify as an authorized representative of Gibby's Garden LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Uxbridge Mass. (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 5/21/2018 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Angeline Ellison, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Uxbridge (*insert name of host community*) to certify that the applicant and Town of Uxbridge (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on May 21, 2018 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

Gibby's Garden State License Renewal - Municipality costs documentation?

Kimberly Gibson <kimg@gibbysgarden.com>

Sat 9/19/2020 3:42 PM

To: Ellen Welch <EWelch@uxbridge-ma.gov>; Steven Sette <ssette@uxbridge-ma.gov>

Cc: Jennifer Rainville <jenr@gibbysgarden.com>; Fred Gibson <fredg@gibbysgarden.com>

Hello Folks - I hope you and yours are well...and that we all survive the next couple of months! We are filing our state license renewal from the CCC for our Cannabis Microbusiness License. One new item this year is as follows:

Municipal Cost Documentation Field and this Field is Required

Please upload documentation demonstrating that the licensee requested from the host community records of any cost to the city or town reasonably related to the operation of the establishment.

The host community costs can include actual and anticipated costs associated with the operation of the establishment. Additionally, please include the host community's response, or if no response was provided, a letter from the licensee attesting that they did not receive a response. (From the CCC license renewal form)

I can use this email for a record that I asked you for the cost documentation. I know Caroline's Cannabis just renewed as well. Did you generate a document for her renewal which bundled all the town cost justification? I think that would be fine and that you don't need to apply it specifically to our license.

Let me know if you need further information from me or ??

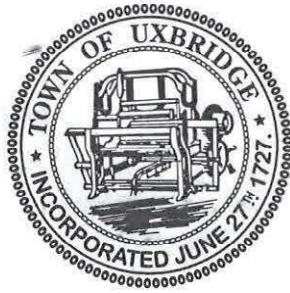
Thanks very much, Kim

Kimberly Gibson
Gibby's Garden LLC
660 Douglas Street Unit 300
Uxbridge, MA 01569
508-779-0755



Steven A. Sette, Town Manager

UXBRIDGE TOWN HALL
21 SOUTH MAIN STREET
UXBRIDGE, MASSACHUSETTS 01569-1326
508-278-8600



September 21, 2020

Ms. Kimberly Gibson
Gibby's Garden LLC
660 Douglas Street, Unit 300
Uxbridge, MA 01569

Dear Kimberly:

I am writing in response to your question from the Cannabis Control Commission regarding the costs associated with the operation of your establishment here in the Town of Uxbridge. The answer to the question is difficult to provide since the time that you have been open does not even span one full fiscal year. The Town has found that while we had anticipated the impact on services in the Town of Uxbridge to be mainly to the Uxbridge Police Department; the level of security that is required in any cannabis facility has helped keep these costs under control and the demand to the UPD is controllable. The Town has observed, however, that the impacts instead are in the area of infrastructure, particularly water and the increased usage that the cannabis facilities in Town have caused and the need to improve water delivery to all as a result. The Town infrastructure has also been impacted through its roads and the increased traffic that some facilities have brought to Town; these impacts require a more focused study to fully gauge the dollars that it is costing the Town.

The Town of Uxbridge is pleased to have your business operating in Town and look forward to a continued partnership.

Best of luck with the renewal process.

Sincerely,

Steven A. Sette
Town Manager, Uxbridge, MA

cc: Cannabis Control Commission
Uxbridge Board of Selectmen
Kimberly Gibson, Gibby's Garden LLC



GIBBY'S GARDEN Grow and Production Facility
660 Douglas Street, Uxbridge, MA
Plan for Disproportionate Areas - Positive Impact

Positive Impact Programs as per 935 CMR 500.101 (2) B (10) :

Worcester will be our focus as the closest published area to us that has been disproportionately impacted by marijuana prohibition and enforcement. We will reach out directly and/or advertise to state agencies and inner city groups that offer support services to Worcester residents regarding our Cannabis Education program, Agent registration paperwork mentoring and Agent Sponsorship. We also present the concept of a professional network to match Cannabis establishments and those individuals desiring to be hired into the industry.

CCC AGENT STATUS ASSISTANCE and INDUSTRY HIRING PROGRAM Overview:

Gibby's Garden LLC plans to generate a program to assist those from the Worcester area by:

1. Offering presentations to both the residents of this area as well as the organizations that provide support services to them. The focus will be to educate them about the Cannabis laws in MA and present employment opportunities that exist in the industry.
2. Provide mentoring assistance to individuals who desire to achieve Agent status, which may give them the opportunity to work in the industry.
3. Provide sponsorship to up to (4) individuals per year to assist them financially in achieving agent status when they are employed by a licensed establishment.
4. Generate a professional network group of licensed cannabis establishments to nurture the hiring of individuals desiring to enter the industry from these areas.

Gibby's Garden Positive Impact Programs:

1. COMMUNITY EDUCATION PROGRAM to consist of Presentations offered by Gibby's Garden to local groups and individuals to provide info on the Cannabis laws and present employment opportunities within the industry:

- a. In consideration of the lack of knowledge, general confusion of the laws and stigma about the Cannabis industry, we intend to develop an overview of the Cannabis Industry in MA including the review of the laws that govern individual use and possession as well as the laws governing establishments that grow and sell Cannabis. This will be offered free of charge to individuals in the disproportionately affected areas of Worcester via contact with government and volunteer agencies that provide services to these individuals.



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Groups such as Worcester Community Action Council and Ascentria Care Alliance will be contacted and the opportunity to work with their groups will be proposed.

- b. Kimberly Gibson has a background in education and will use and reference CCC documents throughout the presentation for accuracy.
- c. Along with the presentation, we will provide documents that list references and websites for further investigation on the part of the listener and agency.
- d. The presentation will also summarize Gibby's mentoring and sponsorship for individuals who desire to work in the industry. See below.

2. AGENT STATUS ASSISTANCE PROGRAM:

- a. In order for an individual to be employed within a Cannabis establishment they must be sponsored for and receive Agent Registration status with the CCC. Depending on an individual's past record and current state, it can be a cumbersome task acquiring the documentation and preparing for filing.
- b. A component of the presentation outlined above will be to offer a mentoring program to individuals who have been disproportionately impacted including MA residents who have past cannabis drug convictions, parents with drug convictions, and those with State-designated Economic Empowerment priority. Gibby's Garden will work with them on the extensive preparation required and prepare them to acquire their CCC Registration Status when they receive an offer of employment from a licensed establishment.
- c. Gibby's will generate packets to hand out at our presentation which will provide enough detail to show an interested individual a list of what will be required in order to complete and submit to an employer in order to achieve agent status.
- d. Gibby's contact and 'next steps' will be included in the packet which will allow the interested party how to reach out and start the preparation process with Gibby's direction as needed.
- e. Gibby's will assist the individual by tracking their process of gathering required documents, provide assistance with avenues to gather these documents and assist in organizing the materials in electronic folders that can be presented when the individual is hired by an licensed establishment and agent registration process is begun.



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- f. The published documents on CCC Agent opportunities and the scholarship applications will be updated as this activity is refined and enhanced.
- g. Based on availability and/or transportation options, Gibby's will work with the chosen individuals on a group or individual basis over the course of a year's time until Agent status is achieved through employment with a licensed establishment, the individual is denied agent status by the commission for some reason or they drop out of the program.

AGENT STATUS SPONSORSHIP PROGRAM:

1. Gibby's Garden will offer a scholarship program to those individuals from the disproportionate areas in Worcester to provide the funds for CCC agent registration fees, background check fees and fingerprinting fees (Total \$ 485.00 per program recipient). Gibby's commits to provide these scholarships up to a total of (4) applicants in a calendar year.

- a. The scholarships will be presented to individuals that we have worked with through the mentoring process when they have received an offer of employment from a licensed establishment.

COMMUNITY EDUCATION And AGENT ASSISTANCE PROGRAM

Measurement and Accountability:

On a quarterly basis Gibby's Garden will generate reports as outlined below:

- Records will include dates, times and number in attendance at the presentation meetings held at Worcester government and/or local agencies that work with these disproportionate groups. The agency representatives will be identified and their contact information included.
- The following results will be tallied:
 - The number of agency personnel and general public in attendance.
 - A general record of interest and areas of confusion or misinformation will be noted and passed onto the CCC as warranted.
 - The number of Agent Informational Packets handed out along with the date and which presentation the individual attended.
 - The number of inquiries generated from these packets will be tallied by which agency sponsored the presentation and from which presentation.



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- **Mentoring Activities Records:**
 - The number of individuals that reach out for documentation gathering assistance will be noted as well as those that actually begin the process.
 - Records will include the number of times of contact with each individual in the mentoring program and method of contact.
 - Each member in the mentoring program will have a separate record indicating number of contacts and success / failure in finding the documentation etc as preparations continue up to one year.

- **Sponsorship Activities:**
 - We will generate and keep records of scholarship monies that have been allocated for the advancement of CCC agent status among the persons disproportionately affected when they are employed by a licensed establishment.

- **Record keeping on an annual basis:**
 - An evaluation will be done of which agencies presentations were held and the number of attendees, the number of return requests for presentations, which yielded the most interest in industry employment opportunity by the number of packets taken, etc... These numbers will help us to determine the best place and avenues to offer the opportunities moving forward.
 - Evaluate the number of individuals from these disproportionate areas of background or economy that have successfully reached employment in the industry and CCC Agent status through Gibby's mentoring and/ or scholarship program compared to the number that started the mentoring program.
 - Records will be kept on the number of individuals starting the Agent document gathering process that actually complete it and process will be updated accordingly to reach the target of (4) individuals reaching agent status through the program each year.
 - If possible, we will get updated status on sustained employment in the industry by these individuals on an annual basis.
 - Update as required any documentation or goals for the next year's program including which agencies to partner with, the dynamics of the paperwork and filing process that are most successful and change those that are not.



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4 Cannabis Establishment and Agent Applicant Network Program:

We propose to develop a professional network program that may offer the benefit of matching Licensed Cannabis Establishments with individuals who desire employment in the industry and are prepared with their agent application paperwork. This would benefit both parties.

The actual method for this networking at this point has not been determined. We would work on developing the community outreach and individual mentoring as outlined above first. As we meet other establishments, we may together formulate the nuts and bolts of this concept, but I felt it important to note that it is on our radar as we move forward.

Submitted by:

Kimberly Gibson, Gibby's Garden 10/11/2018



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: 001310969

1. The exact name of the limited liability company is: GIBBY'S GARDEN, LLC

2a. Location of its principal office:

No. and Street: 317 ALDRICH STREET
 City or Town: UXBRIDGE State: MA Zip: 01569 Country: USA

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

No. and Street: 317 ALDRICH STREET
 City or Town: UXBRIDGE State: MA Zip: 01569 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:

TO MANAGE, MAINTAIN AND/OR OTHERWISE CARRY ON GENERALLY, THE ENTERPRISE OF OPERATING A PLANT NURSERY, AND, TO CARRY ON ANY BUSINESS OR OTHER ACTIVITY I N WHICH A LIMITED LIABILITY COMPANY, ORGANIZED UNDER THE LAWS OF THE COMMO NWEALTH OF MASSACHUSETTS, MAY LAWFULLY ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: KIMBERLY A. GIBSON
 No. and Street: 317 ALDRICH STREET
 City or Town: UXBRIDGE State: MA Zip: 01569 Country: USA

I, KIMBERLY A. GIBSON 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	ALFRED E GIBSON	317 ALDRICH STREET UXBRIDGE, MA 01569 USA
MANAGER	JOSEPH E GIBSON	317 ALDRICH STREET UXBRIDGE, MA 01569 USA
MANAGER	KIMBERLY A GIBSON	317 ALDRICH STREET UXBRIDGE, MA 01569 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute

documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	NICHOLAS H OBOLENSKY	128 DORRANCE ST. PROVIDENCE, RI 02903 USA

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

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

9. Additional matters:

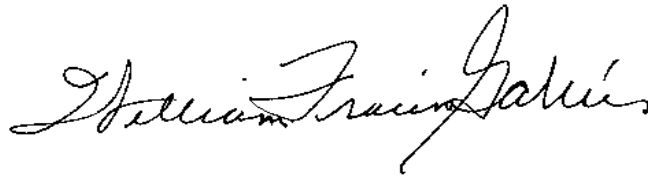
SIGNED UNDER THE PENALTIES OF PERJURY, this 1 Day of February, 2018,
NICHOLAS OBOLENSKY
(The certificate must be signed by the person forming the LLC.)

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:

February 01, 2018 10:52 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LIMITED LIABILITY COMPANY AGREEMENT

Of

GIBBY'S GARDEN, LLC

a

Massachusetts Limited Liability Company

Created by Obolensky & Balkcom, LLC
For Gibby's Garden, LLC

This LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the “Agreement”) for **Gibby’s Garden, LLC** (the “Company”), by and between Kimberly A. Gibson, Alfred E. Gibson, and Joseph E. Gibson (collectively, the “Managing Members”, with each being referred to, individually, as a “Member”), is made effective as of the, the 1st day of February, in the year 2018. The Members have entered into the Agreement for the purposes of forming the Company, organized under the Massachusetts General Laws Chapter 156(C), § 12 *et al*, (the “Act”).

WITNESSETH:

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

WHEREAS, the Parties acknowledge that any restrictive covenants in this Agreement serve to protect Company’s investment in its Confidential Information and in its relationship with its customers and contacts. With this understanding, and in consideration for the other benefits and terms set forth herein, Parties willingly enter into this Agreement and agree to any restrictive covenants that are intended to protect the Company’s legitimate business interests in its Confidential Information and client, customer, associates, contact, and employee relationships.

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

ARTICLE I

PRELIMINARY PROVISIONS

1.1 Defined Terms

As used in this Agreement, the following terms shall have the respective meanings set forth in this Section 1.1:

“Person”: Any individual, business, trust, unincorporated association, corporation, company, joint venture, limited liability company, or other entity of any kind.

“Competing Business”: Any person, business, enterprise or venture that competes with the Company or is engaged in any business, enterprise or venture conducted by the Company.

“Confidential Information”: All nonpublic information (whether in paper or electronic form, or contained in Parties’ memory, or otherwise stored or recorded) relating to or arising from Company’s business. Without limiting the generality of the foregoing, “Confidential Information” shall specifically include all information concerning the manner and details of Company’s operations, organization, organization and management; financial information and/or documents and nonpublic policies, procedures and other printed, written or electronic material generated or used in connection with Company’s business; Company’s business plans and strategies; the identities of Company’s equity investors, lenders, customers and the specific

individual customer representatives with whom Company works; the details of Company's relationship with such customers and customer representatives; the identities of distributors, contractors and vendors utilized in Company's business; the details of Company's relationships with such distributors, contractors and vendors; the nature of fees and charges made to Company's customers; nonpublic forms, contracts and other documents used in Company's business; all information concerning Company's employees, partners, directors, agents and contractors, including without limitation such persons' compensation, benefits, skills, abilities, experience, knowledge and shortcomings, if any; the nature and content of computer software used in Company's business; and all other information concerning Company's concepts, prospects, customers, employees, agents, contractors, earnings, services, underwriting or lending practices, equipment, systems, and/or prospective and executed contracts and other business arrangements, "Confidential Information" does not include information that is in the public domain through no wrongful act on the part of the Company or its agents.

"Proprietary Information": All intellectual property rights, trade secrets and other proprietary or confidential information related to the business and operations of Company. The term "Proprietary Information" includes, by way of example, research projects, cultivation techniques currently in development or under the control of Company, all matters of a business nature, such as information about costs, profits, markets, sales, lists of customers, lists of Company's contacts or business affiliates, and other information of a similar nature to the extent not available to the public, and such materials and information constituting plans for future development of projects of the Company itself.

"Distributable Funds": Proceeds from Company operations available for distribution to the members of Company at any time in Manager's reasonable discretion shall include, without limitation,

(a) all revenues derived by Company from all sources, including, without limitation, with respect to any Industry Financing Opportunity and/or other investment of Company; *less*,

(b) all Company fees and expenses including, without limitation, any amounts owing, payable and/or otherwise due in connection with Company's business operations including, without limitation, interest and/or return of principal on any member loans and/or Advanced Funds outstanding from time to time; and

(c) such reserves deemed appropriate, from time to time, for the continued operation of Company's business, each as determined in Manager's sole discretion.

"Cash Flow": Cash Flow shall mean all cash, receipts, revenues or consideration received by the Company from the exploitation of the Pictures and the allied and ancillary rights therein from any and all media throughout the Universe.

"Profit Participation": Profit Participation shall mean each Members entitlement to share in the portion of the Cash Flow distributions, if any, in proportion to each Member's Membership Interest pursuant to Article II. Profit Participation distributions shall come from the Managers' allocation of Cash Flow as provided in Article II.

“Cash Reserve”: An allocated portion of the Cash Flow to be held in an interest-bearing account as may reasonably be determined by the Managers necessary to meet anticipated and/or contingent Company obligations and/or accrued expenses specifically related to Company overhead and operations. Any overages in the Cash Reserve at the end of the fiscal year shall be distributed to the individual Member’s Capital Accounts *pari passu* in accordance with their percentage membership interests in Company.

1.2 Effective Date

This operating agreement of Gibby’s Garden, LLC effective February 1, 2018, is adopted by the members whose signatures appear at the end of this Agreement.

1.3 Formation

The Members hereby form the Limited Liability Company subject to the provisions of the Act for the purposes and upon the terms and conditions hereinafter set forth. The rights, powers, duties, and liabilities of the Members shall be as provided in the Act, except as otherwise provided herein. This Agreement shall govern in the event of any inconsistency of conditions contained in the Agreement and any non-mandatory provisions of the Act.

This limited liability company was formed by the Members filing Articles of Organization, a Certificate of Formation or a similar organizational document with the Office of the Massachusetts Secretary of State for the company on February 1, 2018. The Managing Members may execute and file any duly authorized amendments to the Certificate of Formation from time to time in a form prescribed by the Act. The managing Members shall also cause to be made, on behalf of the Company, such additional Filings and Records as shall be deemed necessary or advisable.

1.3 Name

The name of the Limited Liability Company shall be Gibby’s Garden, LLC.

1.4 Principal Place of Business

The principal place of business of the Company is 317 Aldrich Street, Uxbridge, Massachusetts. The Company may determine, at any time, to maintain offices and other places of business within or outside Massachusetts, as the Managing Members see fit.

1.5 Business Purposes

The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this Agreement consist of the following:

Wholesale plant nursery, greenhouse cultivation, and product sales.

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

1.6 Registered Office and Designated Agent for Service of Process

The Company shall continuously maintain a registered office and a designated and duly qualified Agent for service or process on the Company in the State of Massachusetts. The address of the registered office in Massachusetts as of the effective date of this agreement is 317 Aldrich Street, Uxbridge, Massachusetts, 01569. The resident agent, and her address, for service of process as of the effective date of this Agreement is Kimberly A. Gibson, 317 Aldrich Street, Uxbridge, Massachusetts, 01569.

1.7 Term

The Company commenced existence on the date that the Certificates were first properly filed with the Office of the Massachusetts Secretary of State, and shall continue perpetually until the Managing Members have duly terminated the Company with a unanimous vote.

[Remainder of this page intentionally left blank]

ARTICLE II

MEMBERSHIP PROVISIONS

2.1 Non-liability of Members

No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

2.2 Reimbursement for Organizational Costs

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

2.3 Management

This LLC shall be managed exclusively by its founding members: Kimberly A. Gibson, Alfred E. Gibson, and Joseph E. Gibson.

2.4 Members' Percentage Interests

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

2.5 Membership Voting

Except as otherwise may be required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLC. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means the vote of members whose combined votes equal more than 50% of the votes of all members in this LLC.

2.6 Compensation

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

2.7 Members' Meetings

LLC shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting. If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all members do not attend the postponed meeting or the non-attending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each non-attending member promptly after the holding of the second postponed meeting. Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

2.8 Membership Certificates

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

2.9 Other Business by Members

Each member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.

[Remainder of this page intentionally left blank]

ARTICLE III

TAX AND FINANCIAL PROVISIONS

3.1 Tax Classification of LLC

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

3.2 Tax Year and Accounting Method

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

3.3 Tax Matters Partner

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

3.4 Annual Income Tax Returns and Reports

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

3.5 Bank Accounts

The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC,

however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.

3.6 Title to Assets

All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

[Remainder of this page intentionally left blank]

ARTICLE IV

CAPITAL PROVISIONS

4.1 Capital Contributions by Members

Members shall make the following contributions of cash, property or services as shown next to each member's name below. Unless otherwise noted, cash and property described below shall be paid or delivered to the LLC on or by **04/01/2018**. The fair market values of items of property or services as agreed between the LLC and the contributing member are also shown below. The percentage interest in the LLC that each member shall receive in return for his or her capital contribution is also indicated for each member.

Member	Initial Capital Contribution	Contribution Percentage
Kimberly A. Gibson	\$40,000.00	100%
Alfred E. Gibson	0	0%
Joseph E. Gibson	0	0%

4.1.1 Additional Members

The Managing Members may issue interest of a Company and admit one or more recipients of such interest as additional Members for such terms and conditions and Capital interest, as may be determined. The Managing Members will only admit additional Members upon unanimous vote. As a Condition to being admitted to a Company, each Additional Member shall execute an agreement to be bound by the terms and conditions of this agreement.

4.1.2 Member Loans

Any Member or Managing Member may, at any time, make or cause a loan to be made to the Company in an amount and on those terms upon which the Company and the Member and Managing Members shall agree in writing.

4.1.3 Liability of Members

Except as otherwise required by any non-waivable provision of the Act or other applicable law: (a) no Member shall be personally liable for any debt, liability, or other obligation of the Company; and (b) no Member shall have any liability to any person in excess of (i) the amount of their Capital Contributions, and (ii) without duplication, it shares of any assets of and undistributed profits of the Company.

4.2 Additional Capital Contributions

The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

4.3 Failure to Make Contributions

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

4.4 No Interest on Capital Contributions

No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

4.5 Capital Accounts

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

4.6 Consent to Capital Contribution Withdrawals and Distributions

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

4.7 Allocations of Profits and Losses

4.7.1 General Allocation of Net Profits and Losses

The Members intend that the Company be treated as partnerships, for federal, state and local income tax purposes. Unless otherwise provided herein or permitted or required under the Code or the Regulations. Net Profits and Net Losses shall be

determined and allocated with respect to each fiscal year of the Company as of the end of the calendar year. After giving effect to the special allocations set forth in Paragraph 4.7.2. Net Profits, Net Losses, and any other tax items for any fiscal year shall be allocation, for all purposes including the calculation of the Capital Accounts of the Members, in proportion to the Members' respective Percentage Interests.

4.7.2 Specific Allocations of Loss

With respect to the Members, in proportion to their respective Capital Contributions, up to an amount equal to such contributions, losses will be initially allocated 100% to Kimberly, 0% to Alfred and Joseph. After losses equal to the contributions have been reached, any remaining losses will be allocated with respect to the members' interest in the partnership, to wit: 60% to Kimberly, 20% to Alfred, and 20% to Joseph. If other interest-baring members are allowed, losses will remain allocated in accordance with their respective interests.

4.7.3 Specific Allocation of Profits

With respect to the Members, in proportion to their respective Capital Contributions, up to an amount equal to such contributions, profits will be initially allocated 100% to Kimberly, 0% to Alfred and Joseph. After profits equal to the contributions have been reached, any remaining profits will be allocated with respect to the members' interest in the partnership, to wit: 60% to Kimberly, 20% to Alfred, and 20% to Joseph. If other interest-baring members are allowed, profits will remain allocated in accordance with their respective interests.

4.7.4 Tax Provisions

In the event that the federal or State Income Tax Code requires items different from those set forth in Article 3, the Managing Members shall, upon unanimous vote, be authorized to make new allocations to take such steps, as needed, in order to comply with the rules under Massachusetts General Laws Chapter 156(C), § 12 *et al*, dealing with "substantial economic effect" as it effects the allocation of income and loss.

4.8 Allocation and Distribution of Cash to Members

Except as otherwise provided in this Article IV and Article VII, Cash available for distribution shall be distributed to the Members only at such times as may be determined in the sole discretion of the Managing Members. Except as provided in paragraph 4.8.1 in this article, but subject to Article 7, all distributions of Cash available for distribution shall be distributed to the Members Pro-Rata in accordance with their respective percentage interests.

4.8.1 Compensation of Managing Members

Monetary compensation, in the form of a salary, shall be paid to Joseph E. Gibson, at a rate of \$2,000.00/month. This amount is not to be considered a distribution of profits, and therefore, does not affect the capital account calculation.

4.8.2 Distribution upon Liquidation

Distributions made in conjunction with the final liquidation of a Company, including, without limitation, the net proceeds of a Terminating Capital transaction, shall be applied or distributed as provided in Article 7.

4.8.3 Distributions in Kind

No Member shall have a right to receive property other than cash as provided in the Agreement. The Members may determine, in their sole and absolute discretion, to make a distribution in kind of Company Assets to the Members, as such Company Assets shall be distributed in such a fashion as to ensure that the fair market value is distributed and allocated in accordance with Articles 4 and 7 or this Agreement.

4.8.4 Withholding

The Company may withhold distributions or portions thereof if its required to do so by any applicable rule, regulation, or law, and each member hereby authorizes the Company to withhold from or pay on behalf of or with respect to such Member any amount of federal, state, local or foreign taxes that the Managing Members determine that the Company is required to withhold or pay with respect to any amount distributed or allocable to such Members pursuant to this Paragraph shall be treated as having been distributed to such Members.

[Remainder of this page intentionally left blank]

ARTICLE V

MEMBERSHIP WITHDRAWAL AND INTEREST PROVISIONS

5.1 Withdrawal of Members

A member may withdraw from this LLC by giving written notice to all other members at least **15** days before the date the withdrawal is to be effective.

5.2 Valuation of Interest

If a Member wants to exit the Company, and does not have a buyer of its membership interest or is not given consent pursuant to Paragraph 5.3, exiting Member will assign its interest to the remaining current Members according to the following provisions:

5.2.1 A value must be placed upon the Membership interest before assigned.

5.2.2 If exiting member and current members do not agree on the value of this membership interest, exiting member must pay for a certified appraiser to appraise the company value, and the exiting members' value will be assigned a value according to the exiting members' interest percentage.

5.2.3 The current members must approve the certified appraiser used by exiting member. Current members have 30 days to approve the exiting members certified appraiser. If current members disapprove the certified appraiser, they must show evidence to support their disapproval of the certified appraiser as a vendor qualified to make the Company business appraisals. Current members may not stall the process by disapproving all certified appraisers.

5.2.4 Upon completion of a certified appraiser placing a value on the Company, a value will be placed on exiting members' interest according to exiting members' percentage of membership interest.

5.2.5 If current members disagree with the value placed on exiting members' Interest, current members must pay for a certified appraiser to value the Company and exiting members' interest according to the same terms.

5.2.6 Current members' appraiser must be completed within 60 days or right of current members to dispute the value of exiting Member's interest expires.

5.2.7 Upon completion of current members certified appraiser, the exiting member must approve the value placed on exiting members' interest. Exiting member has 30 days to approve this value.

5.2.8 If exiting member does not approve current members' appraiser value, the value of the Company will be determined by adding both parties' contribution values, then dividing that value in half, then creating the value of the exiting members' interest according to the exiting members' percentage of membership interest.

5.3 Transfers of Interest

Except as otherwise expressly provided in this Agreement, no Member or Assignee may Transfer all or any portion of Membership or Economic Interest without the prior written consent of the Managing Members.

5.3.1 Non-Managing Members

Only upon the following conditions may an LLC Member assign, pledge or grant a security interest in its LLC Units: (a) the assignment, pledge or security interest shall not entitle the assignee, pledgee or security interest holder to participate in the management and affairs of the LLC, to become a Member, nor to vote the Member's LLC Units and (b) such assignee, pledgee, or security interest holder is only entitled to receive the distributions the Member would otherwise be entitled to absent the assignment, pledge, or security interest.

5.3.2 To Another LLC Member

Members may freely sell, convey or otherwise transfer their LLC Units to another Member without prior approval of the LLC Members.

5.3.3 To Non-LLC Members

Subject to other provisions in this section, no Member shall be entitled to sell, convey or otherwise transfer its LLC Units to a non-LLC Member without a prior affirmative Supermajority vote in interest of LLC Members. Prior to the vote of LLC Members upon a proposed sale, the Member seeking authorization of the sale or transfer of its LLC Units shall provide all other LLC Members with written documents detailing the exact terms of the proposed sale.

5.3.4 Creditors of a Member

Creditors of a Member cannot vote a member's LLC units nor in any way assume ownership or management rights of a member in the LLC. At most, a creditor of a member is entitled to seek a court order attaching distributions made by the LLC on account of the member's LLC membership interest. A spouse or former spouse of a member stands in the same position as a creditor of a member under this agreement.

5.4 Transfer of Interest of Managing Member due to Triggering Event

Upon Commencement of a Triggering Event, the remaining Managing Member shall Buy-out the shares of the removed Managing Member.

5.4.1 Death

The Company is authorized to purchase Term Life Insurance, with the option to convert to Whole life insurance policies on each of the Managing Members lives. The

owner of the policies will be the Company, with the covered lives being each Managing Member, individually. The Beneficiary will be the Company. The purpose is that in the event of death of one of the Managing Members, the company will be able to purchase that deceased Managing Members shares. Because the Company are being treated as a partnership, the interest will be distributed amongst the remaining members on a pro-rata basis. The death benefit will be based upon initial capital into the Company, as per the Capital Account.

5.4.2 Disability

Disability means, an indefinite inability to continue to perform the required duties the position of Managing Member dictates. In the event of disability, whether it is physical or mental, the remaining member will have the opportunity to buy-out the shares of the disabled Member. This is contingent upon available funds.

5.4.3 Bankruptcy

In the event of Bankruptcy, the remaining Member will have the opportunity to buy-out the shares of the removed member. This is subject the available funds.

[Remainder of this page intentionally left blank]

ARTICLE VI

MANAGEMENT PROVISIONS

6.1 Management

The Management of the Company will be divided into 3 parts: Kimberly A. Gibson will manage Executive Activities of the Company, while Alfred E. Gibson will manage the Operations of the Company, and Joseph E. Gibson will manage the Cultivation and Product Development of the Company. Each Managing Member will have full and complete discretion to manage their respective portion of the company. Both Kimberly, Alfred, and Joseph will make all collaborative decisions affecting the business and affairs of the Company and to do or cause to be done any and all acts, at the expense of the Company, as it deems necessary or appropriate to accomplish the purpose and direct the affairs of the company.

6.2 Expense Limitations

No one Managing Member can affect the Company in a way to charge an expense of \$5,000.00 or more in any 30-day time frame, without the written and unanimous approval of all Managing Members.

6.3 Binding Power

The Managing members shall have the exclusive power and authority to bind the Company, except and to the extent that such power is expressly delegated in writing to any other person by the Managing Members, and such delegation shall not cause the Managing Members to cease to be as or a Managing Member of the Company.

6.4 Member Limitations

Except as otherwise expressly provided in this Agreement or required by any non-waivable provision of the Act or other applicable law, no Member other than the Managing Member shall (a) have any right to vote on or consent to any other matter, act, decision or document involving the Company or its business, or (b) take part in the day-to-day management, or the operation or control, of the business and affairs of the Company. Except to the extent expressly delegated by the Managing Member, no other Member or person other than the Managing Members shall be an agent for the Company or have any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

6.5 Records and Reports

The Managing Members shall be charged with keeping, at the principal place of business of the Company, full and proper ledgers, other books of accounts, and records of all receipts and disbursements, financial activities and internal affairs of the company for at least the current and past four fiscal years.

6.6 Removal and Withdrawal of Managing Member

A Managing Member may not be removed as the Managing Member at any time, except for actions which constitute gross negligence, willful misconduct or triggering event (as referenced below), upon the unanimous vote of the other Members. The Managing Members may withdraw as Managing Member at any time without the prior consent of any other Member by providing the Members written notice thereof. The Managing Members may designate any other member or members as a successor Managing Member as long as the remaining managing Member agrees to such designation.

6.7 Triggering Events constituting Removal as Managing Member

Upon the commencement of a Triggering Event by one of the Managing Members, the removal of the Managing Member will be conducted in the form of a buy-out of their respective shares. Each Managing Member is required to sign a Buy-Out agreement that dictates the process of transferring shares from the removed Managing Member to the remaining Managing Member. Triggering events are: Death, Disability (to the extent that a Managing Member cannot perform their required duties), and Bankruptcy.

[Remainder of this page intentionally left blank]

ARTICLE VII

DISSOLUTION AND LIQUIDATIONS PROVISIONS

7.1 Dissolution

Generally, the Company shall be dissolved and its affairs concluded upon the consent in writing to dissolve and terminate the affairs of the Company by its Members.

7.1.1 To the extent a Steering Committee (as described below in §7.5) or 3rd party is required to effectuate winding up the affairs for the company, and the Managing Members are unable to unanimously approve of this committee, person, or entity, Attorney Nicholas Obolensky, Esq. shall select an independent 3rd party, committee, or entity to manage winding up the affairs for the Company at the time of Dissolution.

7.2 Exclusive Clauses

Notwithstanding the Act, the Following events shall cause the Company to be dissolved, liquidated or terminated:

7.2.1 The occurrence of a Terminating Capital Transaction;

7.2.2 The incapacity of Kimberly, Alfred, and Joseph (collectively), unless their respective families decide to continue the Company within ninety (90) days following the occurrence of any such Incapacity; or

7.2.2.1 Family is defined first as the Managing Members' estate, as described in a validly executed Will, and second per the Massachusetts rules of consanguinity

7.2.3 The election of the Managing Members and written consent of both.

7.3 Cancellation of Certificate

Upon the dissolution of the Company, the Certificate shall be canceled in accordance with the provisions of Massachusetts General Laws Chapter 156(C), § 12 *et al*, and the Members (or any other person or entity responsible for winding up the affairs of the Company) shall promptly notify the Steering Committee of such dissolution.

7.4 Distributions Upon Dissolution

Upon the dissolution of the Company, the person or entity responsible for winding up the affairs of the Company) shall proceed without any unnecessary delay to sell or otherwise liquidate the Company Assets and pay or make due provision for the payment of all debts, liabilities and obligations of the Company. The person or entity will then, once all liabilities and debts are paid, distribute to the members in accordance with the allocation of Profits in Article III.

7.5 The Steering Committee

The Steering Committee (or any other person or entity responsible for winding up the affairs of the Company) shall distribute the net liquidation proceeds and any other liquid assets of the Company after the payment of all debts, liabilities and obligations of the Company (including, without limitation, all amounts owing to a Members under this Agreement or under any agreement between the Company and a Members entered into by the Members other than in its capacity as a Members in the Company), the payment of expenses of liquidation of the Company, and the establishment of a reasonable reserve in an amount estimated by the Steering Committee to be sufficient to pay any amounts reasonably anticipated to be required to be paid by the Company, to its Members.

7.6 Reasonable Time for Winding Up

A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to the applicable section of Massachusetts General Laws Chapter 156(C), § 12 *et al*, in order to minimize any losses otherwise attendant upon such a winding up.

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ARTICLE VIII

EXCULPATION OF LIABILITY AND INDEMNIFICATION PROVISIONS

8.1 Officers

The LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or non-compensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

8.2 Records

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

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

8.2.1

The amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;

8.2.2

A schedule showing when any additional capital contributions are to be made by members to this LLC;

8.2.3

A statement or schedule, if appropriate, showing the rights of members to receive distributions representing a return of part or all of members' capital contributions; and

8.2.4

A description of, or date when, the legal existence of the LLC will terminate under provisions in the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement.

8.2.5

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

8.3 All Necessary Acts

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

8.4 Indemnification

Except as otherwise provided in this Article, the Company shall indemnify any Member or Manager (and may indemnify any employee or agent) of the Company who was or is a party or is threatened to be made a party to a potential, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Company, by reason of the fact that such person is or was a Member, Manager, employee or agent of the Company. Indemnification shall be limited to expenses, including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding, if, and only if, the person acted in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances. For persons other than Members or Managers of the Company, indemnification shall only be made after an affirmative vote of a majority in interest of Company's Members.

8.5 Mediation and Arbitration of Disputes Among Members

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

judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

8.6 Governing Law

This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the Commonwealth of Massachusetts, without reference to the conflicts of law rules of that or any other jurisdiction.

8.7 Entire Agreement

This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC.

8.8 Counterpart

This Agreement may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

8.9 Severability

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

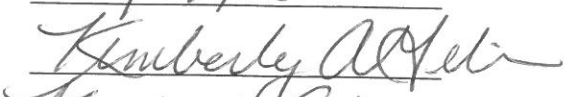
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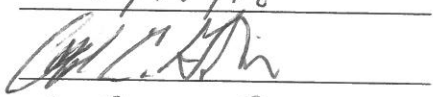
ARTICLE IX

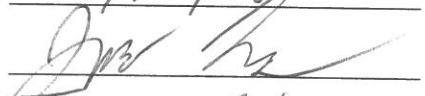
SIGNATURES OF MEMBERS

9.1 Execution of Agreement

IN WITNESS WHEREOF, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.

Date: 5/17/18
Signature: 
Printed Name: Kimberly Gibson, Member

Date: 5/17/18
Signature: 
Printed Name: Alfred Gibson, Member

Date: 5/17/18
Signature: 
Printed Name: Joseph Gibson, Member



GIBBY'S GARDEN Grow and Production Facility
660 Douglas Street, Uxbridge, MA
Articles of Organization Response

Hello,

In response to your inquiry about the status of Nicholas Obolensky and any role he plays, I want to verify that Nick is the lawyer who wrote up and filed our articles of organization.

Because of the surety bond requirement of the CCC in the case of a required dismantling of the business, Nick as the lawyer, is listed as the consultant who would oversee it.

You will see on the Commonwealth documents that he is not listed in any management position in Gibby's Garden.

Nicholas Obolensky has no investment, responsibility or liability in or concerning to Gibby's Garden LLC as a business entity.

Please contact me at anytime if I need to present something more official than this.

Thank you,

A handwritten signature in cursive script that reads 'Kimberly R. Gibson'.

Submitted by Kimberly Gibson, Owner

Gibby's Garden LLC

August 19, 2018



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

mass.gov/dor

Letter ID: L0763962496
Notice Date: May 24, 2018
Case ID: 0-000-555-149



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



KIMBERLY GIBSON
GIBBY'S GARDEN LLC
317 ALDRICH ST
UXBRIDGE MA 01569-2104

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, GIBBY'S GARDEN 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) 887-6367 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



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

William Francis Galvin
Secretary of the
Commonwealth

May 23, 2018

TO WHOM IT MAY CONCERN:

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

GIBBY'S GARDEN, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 1, 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 or withdrawal; 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: **ALFRED E GIBSON, JOSEPH E GIBSON, KIMBERLY A GIBSON**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ALFRED E GIBSON, JOSEPH E GIBSON, KIMBERLY A GIBSON, NICHOLAS H OBOLENSKY**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



In testimony of which,

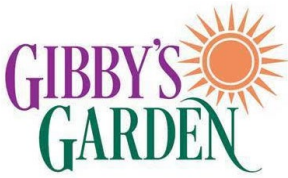
I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



October 1, 2020 **Gibby's Garden Business and Operations Update**

Licensing and Broad overview:

- We received our final license May 31, 2019
- Acquired full insurance for site and product. Mar. 1 2019
- Commenced Cultivation June 1, 2019
- Completed production and drying room Nov, 2019
- Began our first sales Q1 of 2020
- Stage 1 of Phase 2 expansion is getting ready to commence. Package is being put together to submit to CCC via structural review committee:
 - Expansion includes our 3rd grow room.
 - This will increase our grow canopy to 2,500 SF
 - We plan on expanding into the last two grow rooms next year that will bring us to our max of 5000 SF of canopy.

Cultivation:

- Cultivation:
 - Targeted harvest every 14 – 17 days is about on mark.
 - Is meeting targets in quality.
 - Efforting increasing weight of product to sell.
 - Working through strains – eliminating those that do not test out and those that are larfy.
 - Nutrient plan is working well. Look for a less expensive product.
- Pest Management Plan:
 - Bi-weekly spraying with IPM , approved product every other week.
 - Introduce predator bugs every other week and drop the spraying to once that week.

Facility:

- Facility remains in good standing.
 - Implemented facility maintenance check-list.
 - Filter Changes
 - Cleaning Protocol.

Operations moving forward:

- Rainwater reclamation is going well. (1) outside 2100 G water storage tank for rainwater collection and (2) 1000 G tanks for inside storage and distribution to the grow rooms.
- Production has moved forward:
 - We are pre-packaging our 1/8's in our own branded containers.
 - We predominately sell by the unit as opposed to by the grams now.
 - We are starting our own pre-roll activity as well. We have acquired the packaging, but have not completed the labels yet.
- We have made a leasing commitment on the adjacent 4,000 SF of space in the building for the next grow rooms. We are starting to design the layout for licensing, permitting and budgeting to prepare the package for the CCC, local jurisdiction and internal planning purposes. This will be filed with the State and town in October.

Business:

- Banking is going well with Gardner Credit Union.
- Our Social Equity Program hit a snag with COVID earlier this year and now with the reality that potential partners in the Worcester area are all federally funded, so we are reaching out to other cannabis organizations that we can work with.
- We had planned on giving in-person presentations to individuals to educate them regarding the employment opportunities in the industry. Because of COVID, we have instead generated a video speaking to the history, legality, and employment opportunities. Further we offer our assistance in helping the individual to acquire all the necessary paperwork and documentation to become a registered agent.
- We are working towards assembling a network of establishments who may need a ready to register employee.
- With production and packaging increasing we anticipate hiring 2-3 part-timers in the next couple of months.
- Working on the energy efficiencies calculations and upgrades.

Other items:

- COVID has placed a little more emphasis on our operations. We are already focuses on cleanliness and most all operations include masks and gloves, so we have generated facility guidelines for visitors, etc...

Kim, Fred and Joe Gibson

Kim 508-328-2987, Fred 508-844-7534, Joe 774-248-3063



GIBBY'S GARDEN Grow and Production Facility
660 Douglas Street, Uxbridge, MA
Employee Qualifications and Training for Agents

Gibby's Garden Agent Training.

Gibby's Garden will ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum must include a Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, staff shall receive eight hours of on-going training annually.

Responsible Vendor Training. N/A – Microbusiness – Cultivation/ Production Facility

• **Gibby's Garden is a cultivation location, but will may take the Responsible vendor Training when available to be knowledgeable about the rules and regulations.**

- New employees will take the Responsible Vendor Training upon hiring.
- Training will be taken on an annual basis.
- Records of training and other applicable licensing will be maintained and made available upon request by Commission.

Following Responsible Vendor Training, we will be able to do the following:

(Certification Training Class Core Curriculum.)

- a. Discussion concerning marijuana's effect on the human body. Training shall include:
- b. Marijuana's physical effects based on type of marijuana product;
- c. The amount of time to feel impairment;
- d. Visible signs of impairment; and
- e. Recognizing the signs of impairment.
- f. Diversion prevention and prevention of sales to minors, including best practices;
- g. Compliance with all tracking requirements; and
- h. Acceptable forms of identification. Training shall include:
- i. How to check identification;



GIBBY'S GARDEN Grow and Production Facility
660 Douglas Street, Uxbridge, MA
Employee Qualifications and Training for Agents

j. Spotting false identification;

1. Common mistakes made in verification.
2. Other key state laws and rules affecting owners, managers, and employees, which shall include:
3. Local and state licensing and enforcement;
4. Incident and notification requirements;
5. Administrative and criminal liability;
6. License sanctions and court sanctions;
7. Waste disposal;
8. Health and safety standards;
9. Patrons prohibited from bringing marijuana onto licensed premises;
10. Permitted hours of sale;
11. Conduct of establishment;
12. Permitting inspections by state and local licensing and enforcement authorities
13. Licensee responsibilities for activities occurring within licensed premises;
14. Maintenance of records;
15. Privacy issues; and
16. Prohibited purchases and practices.

f. Such other areas of training determined by the Commission to be included in a responsible vendor training program.

Gibby's Garden Qualifications for Employment

1. Employees must be 21 or older.
2. Employees must pass a drug screen.
3. Employees must pass a background check.
4. High School diploma or equivalent
5. Individuals that meet the equity and diversity guidelines will be given priority for employment.
6. Employees must apply for and become a Marijuana Establishment Agent with CCC.
7. Gibby's Garden will assist in an eligible applicant acquiring an agent status.



GIBBY'S GARDEN Grow and Production Facility
660 Douglas Street, Uxbridge, MA
Employee Qualifications and Training for Agents

The physical demands for this job are as follows:

- **SIT** - occasionally
- **STAND** – Frequently
- **WALK - LEVEL SURFACE** - Frequently
- **WALK - INCLINE** - Frequently
- **CLIMB - STAIRS** - Frequently
- **CLIMB - LADDER** - Frequently
- **LIFT** (Floor to Waist: 0"-36") 40-60 Lbs - Frequently
- **LIFT** (Knee to chest: 24"-54") 0 - 20 Lbs - Continually
- **LIFT** (Floor to Waist: 0"-36") 0-20 Lbs - Continually
- **LIFT** (Overhead: 54" and above) 20 - 40 Lbs - Occasionally
- **CARRY** 1-handed, 0 - 20 pounds - Continually
- **CARRY** 2-handed, 0 - 20 pounds - Continually
- **BEND FORWARD** at waist - Frequently
- **SQUAT** Static (hold >30 sec) - Frequently
- **ROTATE TRUNK** Sitting - Frequently
- **ROTATE TRUNK** Standing - Frequently
- **REACH** - Upward - Frequently
- **MANUAL DEXTERITY** Hands/wrists - Continually
- **KNEEL** (on knees) - Occasionally
- **REACH** - Forward - Frequently
- **PINCH** Fingers – Continually
- **FINGER DEXTERITY** - Continually
- **GRASP** Hand/Fist - Continually
- **PUSH** (0-50 pounds force) - Occasionally
- **PULL** (0-50 pounds force) – Occasionally

Training

1. Processes and work instructions will be taught prior to working in the facility.
2. Training will be done by the owners/managers for each new employee as they are hired.
3. Training will include cultivation, production, packaging.
4. Training will include tolerance and diversity education.
5. Training will include the security and product storage guidelines for the facility and the personnel.



GIBBY'S GARDEN Grow and Production Facility
660 Douglas Street, Uxbridge, MA
Employee Qualifications and Training for Agents

Training for the product grow rooms.

1. Process in development for detailed tasks as seeds are purchased, planted, and plants are propagated.

Training for administration – To be handled by management only initially.

1. A training process will be developed for record keeping and Seed to Sale program.
2. Security protocols for the computer and documentation of product will be trained and supervised.
3. As relevant – training for transportation protocol.

Training for Security Response

1. All employees will be trained on how to respond to emergency situations incl:
 - a. Fire
 - b. Theft
 - c. Robbery
 - d. Health related emergency
 - e. Community disaster.

Submitted by: Kimberly Gibson
Gibby's Garden 08/19/2018



GIBBY'S GARDEN Grow and Production Facility
660 Douglas Street, Uxbridge, MA
Quality Control and Testing Procedures

Quality Control and Testing Procedures:

Guidelines for Handling of Marijuana.

(a) Our facility will process marijuana in a safe and sanitary manner. We shall process the leaves and flowers of the female marijuana plant only, which shall be:

1. Well cured and generally free of seeds and stems;
2. Free of dirt, sand, debris, and other foreign matter;
3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
4. Prepared and handled on food-grade stainless steel tables; and
5. Packaged in a secure area.

(b) Our facility shall comply with the following sanitary requirements:

1. Any marijuana establishment agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;

2 Any marijuana establishment agent working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including:

1. Maintaining adequate personal cleanliness; and
2. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;



GIBBY'S GARDEN Grow and Production Facility
660 Douglas Street, Uxbridge, MA
Quality Control and Testing Procedures

5. Litter and waste shall be properly removed, 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);
6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. A Marijuana Establishment's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
12. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
13. A Marijuana Establishment shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;



GIBBY'S GARDEN Grow and Production Facility
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Quality Control and Testing Procedures

14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and

15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.

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

(c) All Marijuana Establishments, including those that develop or process edible marijuana products, shall comply with sanitary requirements. 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*.

Testing:

Testing. No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160.

Gibby's Quality Control Regulations:

The facility will have controlled air systems in each product room, water filtration system, controlled access to each area of the facility.

- Each room has its own HVAC system with a closed loop system. This ensures no outside or inside air will mix or potentially contaminate the closed systems when the doors are open.
- Each grow room is fully sealed with zero light or air leaks.
- All plants will be from seed or inhouse mothers, thus ensuring no outside contaminates.
- All employees will use only inhouse clothing/ scrubs while working at Gibby's Garden.
- Water will be filtered before use inside the grow rooms as required.



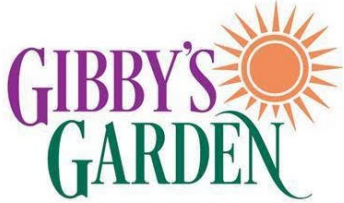
GIBBY'S GARDEN Grow and Production Facility
660 Douglas Street, Uxbridge, MA
Quality Control and Testing Procedures

- Filtration systems will be monitored on a schedule determined after installation as required.
- All pots will be cleaned with dawn soap then a hydrogen peroxide soak before being reused.
- Soil from a completed grow is recycled and new clean dirt is delivered from local hydroponic stores for each new grow.

Testing: Managed by GG owners only.

- All of the finished product is put into a batch of the same strain of plants at the same time under the same conditions
- All handling and manipulation of product is videotaped and documented.
- A 4 gram sample is taken from each batch.
- The batch samples are then logged and labeled to be sent out for testing
- These samples are put into a locked container inside the delivery vehicle for transport by GG owners only.
- The 3rd party testing facility will be testing for pesticide, heavy metals, microbial terpenes and of course the cannabinoids
- A secured loading dock is utilized for all deliveries in and out of the facility.

Submitted by Kimberly Gibson 08/19/2018
Gibby's Garden LLC



Purpose: The following Safety Measures are to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana as well as to provide a safe environment for our personnel.

Table of Content of Security Policy and Procedures:

1. Physical Facility	Page 1
2. Personnel and Visitor Access to Facility:	Page 1
3. Door Access and Security Cameras:	Page 2
4. Personnel Policies:	Page 3
5. Operations and Product Handling:	Page 3
6. Security Upgrades	Page 4

1. Physical Facility:

- Outside of facility to be lit-up sufficiently to facilitate surveillance.
- Exterior cameras to be placed to view egress areas including loading dock and personnel/ visitor entrances.
- There will be no signage on the exterior building to indicate a marijuana facility.
- There will be no windows to line of site to inside operations.
- The facility walls internally will go from floor to roof deck to secure the space from other tenant operations.
- Power to the establishment will be a dedicated feed within the building to insure maximum up time of facility systems.
- **All individuals in the facility will require appropriate PPE including face mask upon entering and throughout the visit.**

2. Personnel and Visitor Access to Facility:

- All persons entering the facility will be positively identified with government issue documentation, their purpose for entry established and confirmation of 21 years of age or older.
- This identification will be determined while person(s) are in Admin. Admittance into the main facility will not be allowed without proper identification.
- A sign in log will be located in Admin. All persons will be required to sign in and out of facility. Log will indicate the name, organization, purpose for visit and date/ time of entry and exit. The facility personnel responsible for escorting the visitor will initial each line to acknowledge ID and entry / exit time of visitor.
- All non-personnel approved to enter establishment will be issued a visitors' badge on a lanyard that will be worn around the neck and displayed at all times so all employees will know person is a visitor.
- All non-personnel approved to enter establishment will be escorted to their purpose at all times by personnel of establishment.
- Access into secure areas where product is located requires card key access by personnel only and will not be allowed except as required for state licensing inspections, facility maintenance contractor or for certain business involving perspective clients. Note: Entry into these areas may require proper garb for hygiene and will be supplied to visitor by facility.
- Lockers will be located in administrative area. Visitors who will be entering the facility beyond the administrative area will be required to place all belongings into one of the lockers. Each locker will have a designated key which the visitor will hold while they are on site. They will remove the key upon locking the locker door and will be responsible for unlocking the door when ready to exit the facility. No other person will have access to that specific locker.

3. Door Access and Security Cameras:

- Door Access System and Security Cameras are installed at all doors into the facility and at all secure areas requiring card-key access for monitoring and recording of access into and out of facility.
- Security design to be reviewed and approved periodically by the local police and fire departments.

- Door Access System and Security Cameras to be operational 24X7 and video retained for the required 9 month period. Note: Storage servers are on UPS back-up at all times.
- Access and Security systems will be on UPS system to cover power outages.
- Security cameras are not on UPS so generator backup will be utilized whenever power outage occurs. Note: Whole building generator is in place and picks up the whole facility during outages.
- Any periods of maintenance or upkeep of the security system may require a physical lockdown of the facility with no access except by GG (Gibby's Garden) registered personnel.
- Each security panel at the entrances will have an incorporated panic button. There will be two mobile panic buttons for use in the grow and / or production rooms should the need arise. These will contact the security company which will attempt a confirming call as designated after which they will contact the Uxbridge Police Department.

4. Personnel Policies:

- All candidates for employment at GG will be interviewed and approved prior to any processing through state and federal systems
- Running prospective employees through E-verify and CORI checks will be the first activity after interviews and selection.
- All personnel will be registered through the MA CCC regulatory process prior to receiving GG identification, assigned cardkey access and/ or coding or allowed to escort contractors, visitors or MA CCC personnel.
- Personnel will card-swipe and key-code in at exterior doors.
- Personnel will carry no bags/ back packs, food or recording devices beyond the admin area.
- Lockers will be located in the utility area of the facility securing personal items and for changing into required suit and hair net for material handling and grow operations.
- Keys to individual lockers will be in the possession of the personnel utilizing the locker only. No other person shall have access.

5. Operations and Product Handling:

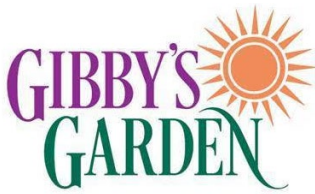
- Daily operations will be discussed and assignments made at start of shift. Cultivation rooms, processing rooms, secure storage, and receiving all require key or card access. Personnel will be issued keys to access the rooms where

they are assigned to work. Only management employees will have access to secure storage.

- All cultivation processes will follow the written cultivation procedures for tracking, weighing and packaging.
- Following harvest, product will be located in drying and/ or production rooms for curing and packaging. Access into and out of these rooms requires unique key only issued to employees assigned to work in those areas.
- Finished product ready to be transported to retail store customers will be stored in secure storage. Access into and out of secure storage requires card key and will be recorded.
- All product will be recorded prior to being removed from the facility as per CCC regulations.
- Final waste product will be made inert (see Waste Management Procedure), weighed and processed for transport to proper waste or recycling facilities. Manifest will be created for each shipment of cannabis waste.
- Any deviation from the procedure that leads to lost or reduced product will be investigated and accounted for and may lead to termination of associated personnel and potential legal action if theft is indicated.
- No product or GG business documents will be removed from the building on personnel person at anytime without proper procedural execution.
- Proof of an employee removing any product and/or GG business documentation without proper procedural execution will result in termination of the employee and potential legal action.
- Following proof of an employee removing any product and/or GG business documentation without proper procedural execution, a written review of procedures and any required remediation will be performed to eliminate reoccurrence.

6. Security Upgrades:

- Security Policy and Procedures will be reviewed quarterly and updated as required.
- Updated Policy and Procedures will be discussed and implemented with all personnel as required.
- **Upcoming expansion will include a new card key from receiving into facility along with appropriate cameras. * CCC to inspect before utilizing.**



Operating Procedures as per 935 CMR 500.101 (1) C (7) :

Financial Records and Recording Sales.

- (a) Gibby's Garden uses Quick Books Desktop, an approved accounting software as required for maintaining grow and production costs and monies acquired from retail establishment customers and production customers.
- (b) Periodic audits of inventory from METRC to financial revenue (QuickBooks) will be performed as part of monthly balance sheets.
- (c) All records will be available to the Commission and shall comply to the extent relevant to cultivation operations with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements.

Financial Records and Recording Sales.

Gibby's Garden:

- (a) Money Record Keeping: Will use QuickBooks for maintaining grow and production costs and monies acquired from retail establishment customers and production establishment customers.
- (b) Sales are all wholesale and can easily be generated from QuickBooks.
- (c) METRC can generate lists of sales by retail or production partner for comparison of weight and costs transferred.
- (d) Cost Records will include: Reports will be generated and maintained with details and summary of:
 - a. Production Record Keeping to correlate with costs records:
 - i. Record management software is METRC.
 - ii. As much as possible, the costs outlined below will be associated with the record keeping batches and movement of plants, viable product and waste products.
 - b. Cultivation and Production costs to include:
 - i. Cultivation materials including soil, nutrients, pots, labels,
 - ii. Material handling costs include packaging, scale components, small tools
 - iii. Waste handling costs to include: Packaging, mulcher equipment and solvent/ additives / Disposal costs
 - iv. Labor costs for each of the activities will be recorded through payroll ultimately, but currently is on a daily activity report,

recorded by harvest batch and finished package ID's s close as possible to the batch being handled at the time.

- c. Marketing / Retail costs to include:
 - i. Marketing: Notifications to retail environments/ new strain label design/ social media announcement creations, etc...
 - ii. Retail costs to include: Labels – standard warning labels and product identification labels.
 - iii. Transport costs – either service by licensed transport or fuel/ labor and records keeping for transport of product from our cultivation site to the retail / producer establishments.

- (e) Audits of inventory to financial revenue will be performed.
 - a. All data outlined above will be entered as the activity occurs.
 - b. Monthly reports will be generated and confirmed against invoices of materials and METRC records of activity throughout the month.
 - c. An electronic and hardcopy reports will be generated and made available immediately upon request.

- (f) All records will be available to the Commission and shall comply to the extent relevant to cultivation operations with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements.
 - a. Financial Records will be generated from Electronic copies as requested as they will be permanently maintained.

Expenditures & Transactions (QuickBooks)

- (a) All cash receipts or payments will be entered in GG Accounting Software (as of Q1 2019 that is QuickBooks)
- (b) GG operations utilizes QuickBooks for recording financial transactions including:
 - a. Purchase Orders (typically for non-recurring purchases greater than \$500 [requires approval] – consumables used in production will be purchased on a blanket PO for volume discounts)
 - b. Expense Transactions (used for purchases below \$500 and recurring expenses such as leases, utility bills, insurance, etc.)
 - c. Petty Cash (Petty Cash is an account to which funds are added from the business bank account it is used for office supplies, entertainment, and meals)
 - d. Sales Transactions
 - e. Finished Goods Inventory Loss (this is tracked in METRC)
 - f. Payroll Expenses

(c) Expense Transaction – Data Requirements

- a. Vendor
- b. Method of Payment
- c. Bank Account – this will be default to GG primary business checking account or Petty Cash will be selected – use of any other account requires CEO approval
- d. Items Purchased
- e. Total Cost
- f. GG PO Number if one was used

(d) Process for Expenses

- a. Invoice received or new requirement?
 - i. Invoice – is it recurring?
 - 1. Yes – enter expense for vendor (apply against open PO as appropriate)
 - 2. No – enter new vendor and enter expense
- b. Is it greater than \$500?
 - i. Yes – get approval from CEO
 - ii. No – use GG Debit Card or Petty Cash (if purchase is non-production)
- c. Forward invoice and Bill of Lading as applicable to Admin upon receipt of items.

Updated 07/2020



Operating Procedures as per 935 CMR 500.101 (1) C (7) :

- a. Diversity plans to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation, in the operation of the Marijuana Establishment.**

Diversity Policy

Gibby's Garden plans to positively impact areas of disproportionate impact is as follows: When we begin to hire people outside of our family personnel we will endeavor to hire registered agents who fall under Commissions guidance to include those MA residents who have past drug convictions, parents with drug convictions, and those State-designated Economic Empowerment priority.

Gibby's Garden LLC does not discriminate on the basis of race, gender, gender identity or expression, color, national origin, ancestry, religion, age, mental/physical disability, sex, sexual orientation, veteran's status organizational level, economic status, geographical origin, marital status, communication and learning styles or other characteristics or traits.

Furthermore as the opportunity arises, preference will be made for veterans, minorities and people with disabilities.

Positive Impact GOALS:

1. Our goal as a Woman owned - family operated small business is to create an environment in which anyone will feel welcomed, respected, supported and valued as a member of our business and family. Gibby's Garden will develop an inclusive environment that will capitalize on everyone's talents, skills, and perspectives in order to increase the company's productivity and effectiveness.
2. Initially, as a Micro-business we intend to do the bulk of the work ourselves, but anticipate needing additional employees for production and packaging. We will endeavor when we start hiring to have the part-time registered workers lined up ahead of this time and will pull them from the disproportionate group outlined above including include those MA residents who have past drug convictions,



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Employee Application and Diversity Plan

parents with drug convictions, and those State-designated Economic Empowerment priority.

3. As of 09-2020, Gibby's employs (4) Woman – (2) Full-time and (2) Part-time and (4) Men – (2) Full-time and (2) Part-time.

4. It is our goal to hire 2 or 3 more part-time employees by the end of the year.

Positive Impact Program Plan:

1. To create an inclusive environment in which anyone will feel welcomed, respected, supported and valued as a member of our business and family:
 - a. Postings and training on Tolerance and Positive Communication Skills will be posted at the facility and be performed periodically as available.
 - b. In-service training will be performed trained by Commission Social Equity Program individuals to expand the opportunities for community equity advancement.
 - c. Reports of intolerance and discrimination will be addressed within the full extent of human resources and the law as required.
2. Initially, as a Micro-business we intend to do the bulk of the work ourselves, but anticipate needing additional employees for production and packaging. We will endeavor to have the part-time registered workers lined up ahead of this time and will pull them from the disproportionate group outlined above.
 - a. Prior to needing or hiring in Gibby's Garden, we will advertise for those including MA residents who have past drug convictions, parents with drug convictions, and those State-designated Economic Empowerment priority and work with them on acquiring their CCC Registration Status so as to be employable when opportunity arises.
 - b. Gibby's Garden will advertise for this service of assisting folks to achieve agent status through state and support programs and in coordination with local organizations that support these individuals.
 - c. Gibby's Garden will work with the CCC on equity opportunities for these potential agents to assist with the fees and paperwork.
 - d. All agents hired by Gibby's Garden will be considered a part of the 'family' organization and will be included in discussions and decisions on product development, etc...



Diversity Measurement and Accountability:

1. On a quarterly basis Gibby's Garden will:
 - a. Evaluate the activity including community outreach including the number of individuals we have discussed assisting in agent status.
 - b. Record the number of individuals that have achieved agent status and generate a plan for part-time hiring opportunities.
 - c. Maintain a record of hires and annual evaluations that will assist the individuals moving forward.
 - d. Communicate with other community support entities in determining further steps in expanded training and opportunities.
 - e. Address these steps at the next evaluation to update or correct.

2. On an annual basis Gibby's Garden will:
 - a. Evaluate the number of part-time to full time employees and set projections for the next year.
 - b. Evaluate internal operations to ensure that all employees have equal opportunity to expand their skill base and offer more benefit to the establishment.

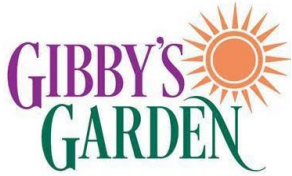
Hiring Procedures / Applicants

- Applicants will go through multiple interviews with Gibby's Garden Management
- All Applicants will be informed that a requirement of potential employment will require registration with the Cannabis Control Commission, CCC.
- Applicants being considered for hire are required to have a drug screen and a background check.
- Due to the nature of this product, all staff must be 21 or older.
- Those interviewees that are interested in employment and seem like a good fit for the Gibby's Garden ideology will be invited to work with us on acquiring the Agent Status with the CCC.
- Upon receipt of their Agent Status and passing of the drug test, the individual will be offered an employee status.



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660 Douglas Street, Uxbridge, MA
Employee Application and Diversity Plan

- As an agreement for employment, everyone will be required to participate in the various trainings for understanding of the Cannabis industry, Facility and personnel security guidelines and cultivation procedures devised by Gibby's Garden.
- Employees will go through an annual review.



Personnel Policies and Procedures

(1) New hire procedures:

- a. All employees will have established registered agent status upon full hire and complete hiring procedures as on Gibby's new hire protocol.
- b. Gibby's may choose to work with potential hires in the agent acquisition process in order to reach eligibility for hire, but no guarantee of hiring is made dependant on work available at that time.
- c. An overview of Gibby's Garden process of maintaining employee confidentiality in paperwork and electronically will be discussed with the employee upon hire
- d. Employee will complete all hiring paperwork before work commences including affidavits of understanding of the facility's security, health and safety policies, o-alcohol and firearms policy and product diversion policies and procedures.
- e. Upon signing of paperwork and before actual work commences, the employee will undergo further training in the facility's security, health and safety policies, no alcohol, drugs and firearms policy and product diversion policies and procedures as well as further product handling instruction.

(2) Security Procedures and Guidelines: All employees will be trained in all facets of and be able to report back the following guidelines Security Policy and Protocol.

- a. Employees will be given an access fob, keycode and employee level key for access throughout the facility. An overview of restricted areas will be outlined. They will sign an acknowledgement of receiving these and the legal ramifications of losing or lending these to anyone, including another employee. Employee will hand these items back to the facility upon end of employment.
- b. Employee will communicate to ownership of any incidents/ activity outside of acceptable protocol.
- c. Employee will acknowledge the risk of termination if they are seen to be in restricted areas they are not authorized to be in.

(3) Security Upgrades:

- a. Security Policy and Procedures will taught upon hire and be reviewed quarterly and updated with all employees as required.
- b. Updated Policy and Procedures will be discussed and implemented with all personnel as required.

(4) Personal Health, Safety and Hygiene:

- a. All personal coats, bags, food and other items are to be secured in an employees dedicated locker. Lock to be supplied by Gibby's Garden. Each employee will have a separate lock not shared with others. Lock will be turned in upon end of employment.
- b. Personnel will be given smocks/ overalls as required for product handling. Requirement for these contaminant measures will be determined by head cultivator/ manager on shift. Personnel may wear these over their personal clothes.
- c. Personnel will be supplied gloves to be worn during all product handling.
- d. Colored safety glasses will be required for all persons entering the grow room. Hearing protection will be made available as well.
- e. Personnel will be required to wear a face mask during close handling of the product.
- f. Personnel will be expected to wash hands before and after product handling.
- g. Personnel will be expected to keep work areas clean and free of debris. All will be asked at various times to sweep and wash floors and sterilize work surfaces, trays and tools to maintain and safe and secure environment.

(5) Emergency Procedures and Drug/ Weapon Free Facility Policy:

- a. All employees will participate in monthly training on emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- b. All employees will be trained in emergency procedures in the case of break-in / robbery or other unknown activity.
- c. All employees will sign an affidavit acknowledging alcohol, smoke, and drug-free workplace policies and the repercussions of this activity.
- d. Any employee who is suspected of having drugs, alcohol or weapons will be approached by the administration and will be asked for access to locker or person where items are suspected.
- e. Any employee found with drugs, alcohol or weapon will be immediately terminated and reported to Commission.
- f. Any employee who witnesses another employee with drugs, alcohol or weapon is required to report it to the administration or risk termination themselves.
- g. Law enforcement may be called at any time when safety of personnel or property is threatened.

(6) Product Diversion and related actions:

- a. Diversion means stealing product. It is diverting product produced at Gibby's Garden for lawful sale providing it for unlawful sale or use.
- b. All employees will be required to sign an affidavit of understanding of these policies including the risk of legal action upon proof of diversion and/ or other actions. Understanding of the industry importance of stopping diversion and prevention of sales to minors, including best practices;

- c. Evidence of diversion by an employee will result in immediate termination and be reported to law enforcement officials and to the Commission.
- d. Evidence of performing unsafe practices as outlined above will result in immediate termination and will be reported to the Commission.
- e. Employee pleading guilty to diversion of product to minors will be terminated.

(7) Direct product handling methods and related activities

- a. Employee will be instructed in product handling at the various stages of cultivation.
- b. Employee will be responsible to entering all related Log entries as required for handling, record keeping, waste disposal and batch/ package tracking.
- c. Proper operation of equipment and hand tools will be taught.
- d. Instruction on proper packaging and labeling guidelines will be given.

(8) Hours of Operation:

- General hours for production will be 9 AM to 9 PM.
- Employees hired for production services including trimming, packaging and preparation for transportation work on an expected 8 am to 4:30 pm shift.
- Hours will be in line with personnel availability however and Gibby's will endeavor to be flexible to accommodate the employees special situations
- Employees will be given (2) 15 minute breaks and (1) ½ hour lunch break.



Gibby's Garden EMPLOYEE HANDBOOK

Effective Date: February 24, 2020

Welcome to GIBBY'S GARDEN.

The following pages contain information regarding many of the policies and procedures of GIBBY'S GARDEN. These policies are a condition of employment. Labor relation laws require that all employers maintain a written policy that is applied non-discriminately to all employees. If you have questions or need assistance reviewing this document, please speak with your manager.

Disclaimer

This handbook is intended only to outline the employment policies, procedures and benefits of GIBBY'S GARDEN. This manual is not intended to be all-inclusive and should not be considered as an employment contract. GIBBY'S GARDEN reserves the right to change employment policies, procedures, benefits or this manual at any time without notice. It is the responsibility of the employee to stay abreast of policy. GIBBY'S GARDEN will make every effort to notify employees of any policy changes, additions or deletions. Said changes will immediately become a part of this manual.

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INTRODUCTION – GIBBY'S GARDEN

Mission Statement

GIBBY'S GARDEN endeavors to make the highest quality Cannabis flower and products while creating an environment where each employee feels a part of the team working towards this end. A portion of all product is to be donated towards the research of the medicinal benefit of Cannabis. A portion of all profits is to be donated to various charities as chosen by the Gibby's Garden team.

Career Opportunities

It is our desire to see each employee achieve their highest potential. We believe in and follow the mantra *you get out what you put in* – this applies to all aspects of work from trimming and packaging to hands-on cultivation to customer service. Your career in this field is an interactive learning experience. We will do our best to provide opportunity and offer training, education, and guidance whenever possible. See your immediate supervisor if you have questions.

Open Door Policy

It is our objective to provide a work environment free from elements that would deter employees from performing their best work. All concerns may be expressed through our open-door policy. Management at GIBBY'S GARDEN maintains this open-door policy to discuss any issues you may have. Feel free to express yourself about work related or personal matters. We welcome your input.

If you feel you have been discriminated against in any way you are encouraged to express concern through this open-door policy.

Code of Conduct

GIBBY'S GARDEN employees are to conduct themselves in a responsible, professional and ethical manner. Report any unethical or dishonest behavior to your immediate supervisor.

Reported activities will be investigated by appropriate management team members. The management team will determine appropriate means for resolution. Employees found to be conducting themselves in an unethical manner may be subject to appropriate disciplinary action, up to and including termination.

Worker Documentation

The Immigration Reform and Control Act outlines requirements for worker documentation, via a Form I-9, as follows:

- Every U.S. employer must have a Form I-9 in its files for each new employee, unless:
- The employee was hired before November 7, 1986 and has been continuously employed by the same employer. Form I-9 need not be completed for those individuals:

providing services for the employer as an independent contractor (i.e. carry on independent business, contract to do a piece of work according to their own means and methods and are subject to control only as to results for whom the employer **does not** set work hours or provide necessary tools to do the job, or whom the employer does not have authority to hire and fire); and providing services for the employer, under a contract, subcontract, or exchange entered into after November 6, 1986. (In such cases the contractor is the employer for I-9 purposes; for example, a temporary employment agency.)

GIBBY'S GARDEN requires employees to submit a Form I-9. All new employees must complete

Section 1 of a Form I-9 no later than close of business on his/her first day of work. The employee's signature holds him/her responsible for the accuracy of the information provided.

GIBBY'S GARDEN reserves the right to revise this policy without notice to comply with state and federal law.

EMPLOYMENT

At-Will-Employment

Unless otherwise defined in an employment contract, all employees at GIBBY'S GARDEN are "At Will Employees".

This employment status allows the employee or GIBBY'S GARDEN to immediately terminate the employment relationship at any time with or without advance warning, and with no subsequent liability. Termination of employment may happen for good cause, bad cause, or no cause at all.

Employment of Minors

GIBBY'S GARDEN does not offer employment to minors, or any person under 21 years of age.

Equal Opportunity Employment

Employees are hired based solely on GIBBY'S GARDEN personnel requirements and the qualifications of each individual candidate.

We will not tolerate nor condone discrimination due to age, race, color, religion, sex, national origin or disability. We will comply with the spirit and letter of all local, state and federal laws pertaining to employment. Furthermore, we will not discriminate due to age, race, color, religion, sex, national origin or disability when making decisions regarding termination of employees.

Any questions or concerns regarding any aspect of this policy should be directed to your supervisor.

Eligibility for Employment

Federal law requires both new employees and re-hires to provide documentation of eligibility to work in the United States plus proper identity. A properly submitted form I-9 may be required for employment.

Familial Employment

Gibby's Garden permits members of an employee's immediate family and close personal friends to be considered for employment and/or promotion based on their qualifications.

1. For the purpose of this policy, "immediate family" means any person related to the employee by blood, marriage, or adoption in the following degrees: spouse, parent, child, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin.
2. This policy also includes close personal friends of employees.
3. Generally, immediate family or close personal friends may not be hired if it would:
 - Create a manager/subordinate relationship with a family member or close friend;
 - Have the potential for creating an adverse impact on work performance;
 - or

- Create either an actual conflict of interest or the appearance of a conflict of interest.
4. Relatives may be hired or transferred to areas of employment requiring handling sensitive confidential information concerning a relative such as personnel or research and development departments.
 5. Employees who marry or establish a close personal relationship may be allowed to continue employment as long as the relationship does not result in any of the conditions described above. If one of the conditions described above occurs, attempts may be made to find a suitable position within Gibby's Garden to which one of the employees may be permitted to transfer. If accommodations of this nature are not feasible, the employees may be permitted to decide which of them will remain employed.

HIPAA Notice and Privacy Practices

The Health Insurance Portability and Accountability Act (HIPAA) includes components to ensure that your personal health information is protected so that individuals are not afraid to seek health care or to disclose sensitive information to health professionals. It is designed to ensure that protected health information is protected during its collection, use, disclosure and destruction of records at GIBBY'S GARDEN breach of this policy should be reported to Human Resources.

Part-Time Employment

GIBBY'S GARDEN does offer part-time employment positions. Employees who work 32 hours or less per week will be considered part time.

Criminal Convictions

Criminal convictions are taken seriously at GIBBY'S GARDEN. We reserve the right to disqualify any applicant for employment that has been convicted of a criminal offense. Furthermore, conviction of a crime during employment may result in an automatic termination. GIBBY'S GARDEN will make every effort to evaluate the nature and circumstances of the conviction. With the safety and well-being of co-workers at stake, convicted employees may be subject to appropriate disciplinary action, up to and including termination.

Workplace Violence

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect Gibby's Garden or Gibby's Garden's property, or in the conduct of Gibby's Garden's business offsite, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in Gibby's Garden's operations, including, but not limited to, *all* personnel, contract workers, temporary employees, and anyone else on Gibby's Garden's property or conducting Gibby's Garden business offsite. Violations of this policy by any individual will lead to disciplinary and/or legal action as appropriate.

This policy is intended to comply with existing law requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

Definition

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her

family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or several employees. Workplace violence may involve any threats or acts of violence occurring on Gibby's Garden premises, regardless of the relationship between Gibby's Garden and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of Gibby's Garden or that may lead to an incident of violence on Gibby's Garden's premises. Threats or acts of violence occurring offsite that involve employees, agents, or individuals acting as a representative of Gibby's Garden, whether as victims of or active participants in the conduct, may also constitute workplace violence.

Enforcement

Any person who engages in a threat or violent action on Gibby's Garden property may be removed from the premises as quickly as safety permits and may be required, at Gibby's Garden's discretion, to remain off Gibby's Garden's premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by an employee or employees, a judgment will be made by Gibby's Garden as to what actions are appropriate, including possible medical evaluation and/or possible corrective action.

Once a threat has been substantiated, Gibby's Garden shall notify the threat-maker that he/she will be held accountable for his/her actions and implement a decisive and appropriate response. Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing policy or procedure of Gibby's Garden should be interpreted in a manner that prevents the making of these necessary decisions.

Sexual and Other Unlawful Harassment

GIBBY'S GARDEN prohibits sexual harassment and harassment because of race, color, national origin, ancestry, religion, creed, physical or mental disability, gender, marital status, HIV-positive status, age, or any other basis protected by federal, state, or local law. All such harassment is unlawful and will not be tolerated.

Sexual Harassment Defined

Sexual harassment is defined as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to the conduct is made a term or condition of employment; or (2) submission to or rejection of the conduct is used as a basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment. This definition includes many forms of offensive behavior. The following is a partial list:

1. Unwanted sexual advances;
2. Offering employment benefits in exchange for sexual favors;
3. Making or threatening reprisals after a negative response to sexual advances;
4. Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
5. Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any employee's body or dress;
6. Verbal sexual advances or propositions;
7. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene

letters, notes, or invitations;

8. Physical conduct such as touching, assault, or impeding or blocking movements; or
9. Retaliation for reporting harassment or threatening to report harassment.
10. It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment by a supervisor, or harassment by persons doing business with GIBBY'S GARDEN.

OTHER TYPES OF HARASSMENT

Prohibited harassment based on race, color, national origin, ancestry, religion, physical or mental disability, gender, age, or any other protected basis, includes behavior similar to sexual harassment, such as:

1. Verbal conduct such as threats, epithets, derogatory comments, or slurs;
2. Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
3. Physical conduct such as assault, unwanted touching, or blocking normal movement; or
4. Retaliation for reporting harassment or threatening to report harassment.

EMPLOYEE RESPONSIBILITIES

1. An employee should report any perceived violations of this policy to their immediate supervisor. If the immediate supervisor is unavailable or is involved in some manner with the perceived violation, the employee should report perceived violations to the direct manager. The report should include a detailed account of the facts and any documents to support the alleged violation(s). If no Gibby's Garden representative is available for such a report, then an employee may contact Human Resources.
2. Employees with disabilities that are not immediately discernible, but who feel they are in need of a reasonable accommodation should speak with their supervisor.

SUPERVISOR RESPONSIBILITIES

1. All related employment activities must follow Gibby's Garden's Equal Employment Opportunity policy.
2. Supervisors who receive a complaint of discrimination or harassment should report the complaint to the Chief Operating Officer.
3. Supervisors who receive any request for an accommodation, irrespective of the nature of the request, should: (a) consider the employee or applicant's ability to perform the essential functions of the job, with or without a reasonable accommodation; (b) consider the request for reasonableness; and (c) participate in an interactive process with the employee or applicant to identify an accommodation that is reasonable and achieves the goals that prompted the request for accommodation, and contact the COO and local jurisdiction as required.
4. Gibby's Garden prohibits retaliation of any type against a person who reports a violation of this or any other Gibby's Garden policy.

Domestic Violence Statement

GIBBY'S GARDEN recognizes that domestic violence can have an adverse impact on employee job performance and may also impact co-workers.

GIBBY'S GARDEN will assist employees affected by domestic violence, both the victim and the abuser within reasonable guidelines. Information will remain confidential as long as the safety of others is not at risk.

Weapons

Weapons are generally defined as guns, knives and other objects universally considered a weapon by most of the society. A "weapon" can also be any object which harm another person when used as such. GIBBY'S GARDEN shall deem any such object a "weapon" for the purpose of enforcing of this policy.

Possession of weapons is prohibited on Gibby's Garden property and while on duty performing Gibby's Garden business at any location. Any employee on duty or on Gibby's Garden premises in possession of a weapon will be subject to appropriate disciplinary action, up to and including termination. Report any weapon possession to your immediate supervisor or Human Resources.

Alcohol, Drugs & Illegal Substance Abuse

Gibby's Garden is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol in the workplace and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase, or transfer illegal drugs at any time while on Gibby's Garden premises or while using Gibby's Garden vehicles or equipment, or at any location during work time. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system.

"Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes, by the person to whom the drugs are prescribed, or in prescribed amounts.

To the extent permitted by Massachusetts state law, marijuana is exempted from the definition of "illegal drug". For purposes of this policy as it relates to the use or possession, other than "Work Required Possession". The term "Work Required Possession" means the possession for work purposes only, of Cannabis and any of its component or chemical parts, required to perform an employee's job at a duly licensed Gibby's Garden facility engaged in the Cannabis industry.

Notwithstanding anything stated in this policy, it shall be a violation of this policy to be impaired on the job or in the workplace, and such impairment shall be a violation of this policy and subject the employee to discipline, up to and including termination of employment.

In addition to compliance with this policy, each employee is required to comply with all licensing or other regulatory requirements imposed by law to work in a Gibby's Garden facility.

You must notify your supervisor if you are taking any drug or substance that would render you unable to complete your assigned work in a safe and proper manner. Any violation of this policy will result in disciplinary action, up to and including immediate termination of employment.

Employees must cooperate with Gibby's Garden's investigation of possible violations of this substance abuse policy. As part of this cooperation, employees must report to their

supervisor or other management personnel, or Human Resources any known or suspected violations of this policy. An employee's refusal to cooperate with an investigation conducted under this policy will subject him or her to disciplinary action, up to and including termination.

Job Postings

GIBBY'S GARDEN posts available hiring positions allowing current employees to apply for the position. All applicants must meet education and/or experience requirements for consideration. All positions for hire will be posted at Gibby's Garden on the employee information board.

Probationary Period for New Employees

The probationary period for regular full-time and regular part-time employees lasts up to 90 days from date of hire. During this time, employees can evaluate Gibby's Garden as a place to work and management has its first opportunity to evaluate the employee. During this introductory period, both the employee and Gibby's Garden have the right to terminate employment without advance notice.

All employees, regardless of classification or length of service, are expected to meet and maintain Gibby's Garden standards for job performance and behavior as outlined in our Standards of Conduct section.

Performance & Evaluation Reviews

Your contributions to your department and GIBBY'S GARDEN are also reviewed and documented. Your supervisor will discuss job requirements for your duties and identify your specific skills. Together you will establish plans for your growth and development. All performance reviews will become a permanent part of your personnel file.

Annual performance and evaluation reviews will outline the competencies you need to perform your job functions successfully.

Annual Increases

Merit increases will be delivered annually, in conjunction with annual performance evaluations. A merit increase will be delivered if an employee meets or exceeds expectations on their performance evaluation. If an employee does not meet expectations, an employee will not receive an increase

Personnel File

GIBBY'S GARDEN maintains a confidential personnel file for each employee. Employees must acquire permission to view his or her personnel file from their supervisor. These files are the property of GIBBY'S GARDEN No documents may be altered or removed by the employee. Every reasonable effort is made to keep the information confidential and access is limited to staff members who require access to perform their job functions. Copies will not be distributed to any third party unless mandated to do so by a court of law.

Policies & Procedures Attendance

Punctual attendance is mandatory for efficient job performance. In cases of absence for any reason, notify your immediate supervisor as well as the front office as soon as reasonably possible. Poor attendance, absence without notification or habitual tardiness will be subject to appropriate disciplinary action, up to and including termination.

Each tardiness offense without prior notice or excuse will be noted by the immediate supervisor. After three (3) days of tardiness or two (2) within a month, you and your immediate supervisor will sign a written form acknowledging the offense which will be placed in your employee file. This can be grounds for termination if behavior persists.

Work Schedule Requirements

With variations in workload based on demand from our cultivation and production schedule, it is our responsibility to meet critical deadlines, or increase staffing, sometimes with little notice. As a result, you may be asked to work overtime be it pre-planned or spontaneous. Overtime is not considered mandatory in these instances and is not a condition of employment.

Employees may change shifts with fellow coworkers provided there is enough notice given to avoid unnecessary overtime for either party. All shift swaps or changes between staff must be approved by a manager.

Management reserves the right to approve, deny or modify schedules, vacation requests, holiday hours and shift swaps depending on the needs of Gibby's Garden relative to sales or cultivation schedules.

Planned Time Off Requests

Employees must notify management as far in advance as possible in regard to using vacation time or other paid/unpaid time off needs. Requests for holidays and weekends off will be considered on a first-come, first-serve and performance basis. Vacations must be requested through the time tracking platform and approved by your manager.

Bulletin Boards

Bulletin boards placed in designated areas throughout the facility display notices and announcements for employees to review. It is the responsibility of each employee to review the bulletin boards several times per week to be aware of information posted.

Clocking in/out

All employees are required to punch in and out of their own accord to accurately reflect hours worked using the time and tracking platform, unless authorized to be exempt, as with supervisory and management personnel.

Regularly failing to clock-in will be treated similarly to tardiness. A verbal warning will be given after one instance, a formal write-up will occur after 3 and placed in employee file. Habitual failure to clock-in or submit timecards may result in disciplinary action up to and including termination.

Each Monday, each employees' prior week's total punched work record will be reviewed and confirmed by the payroll administrator with the employee's supervisor and/or employee prior to be submitting to payroll services.

Lunch Break

Employees working six hours, or more are required to take a 30-minute paid lunch break. Schedules may vary from employee to employee, based on work schedule and from one department to another. It is the responsibility of your immediate supervisor to establish your lunch break schedule. Lunch break cannot be moved to the end of the day and used to leave prior to the end of an 8-hour shift.

Breaks

It is in the best interest of our employees and GIBBY'S GARDEN to provide a break from work several times throughout the workday. Typically, you will receive two refreshment breaks, one before and one after the meal break. Schedules may vary from employee to employee based on work schedule and from one department to another. It is the responsibility of your immediate supervisor to establish your break schedule.

Medical Attention

GIBBY'S GARDEN requires employees to notify a supervisor when medical attention is required for any reason, accident or illness. Every injury must be recorded by the supervisor. Employees requiring transportation to a medical facility may be transported by another employee and/or as required, may be taken by trained medical personnel. Depending on the medical condition Transportation and medical costs are the responsibility of the employee.

Payroll Schedules

Employees are paid every week. Regardless of shift schedule, the work week begins Sunday and ends Saturday. Payday is every Friday. In the event payday falls on a holiday, paychecks will be distributed before the holiday.

Paychecks

Payroll shall be made by automatic deposit on Fridays. Hard copy paystubs can be accessed on the payroll program and printed for the employee records. Federal, state and any other required taxes will be withheld from wages as will any voluntary deductions.

Payroll Deductions for Federal Tax, State Tax, FICA and Medicare

GIBBY'S GARDEN withholds taxes from employee earnings, as well as social security (FICA) and Medicare.

Reporting Personal Information Changes

Employees must update any changes in their personal information on the employee portal. This includes address, phone number, income tax withholding information, emergency contacts and if applicable, any information which may impact your insurance coverage.

Reimbursement of Expenses

Expenses to be reimbursed by GIBBY'S GARDEN must be approved in writing prior to expenditure. To receive reimbursement, you must provide two items: receipts for all expenses (other than per diem or mileage) and a properly completed expense form (available from your immediate supervisor).

We appreciate your expenditures on behalf of GIBBY'S GARDEN and will make every effort to reimburse you in a timely fashion. If you require an advance for expenses, see your immediate supervisor.

Gifts, Entertainment & Meals

GIBBY'S GARDEN employees and their families are not allowed to give or receive business gifts, favors, meals or entertainment to or from any customers or suppliers of GIBBY'S GARDEN except as approved by your manager.

If you or a co-worker is approached to give or receive such gifts you are required to request permission from your manager.

Visitors

Due to the nature of our business, security clearances and non-disclosure agreements with our employees and clients, visitors are not allowed in production or restricted areas except by permission of the management. All visitors who are not visiting for business purposes will be restricted to the lobby area and must be 21 years of age or older. All business visitors must have authorization to enter production areas. See your immediate supervisor for authorization. Notify a supervisor immediately if you become aware of any unauthorized visitors.

Personal Property

GIBBY'S GARDEN is not responsible for personal property of employees within facilities, vehicles or parking areas. Any personal items brought on premises deemed inappropriate by GIBBY'S GARDEN will be removed without notice. As always, be considerate of Gibby's Garden's image as well as your image with customers and co-workers.

Personal Cell Phones, Tablets & Smartphones

Use of personal cell phones, mobile phones, smartphones or personal digital assistants is prohibited during standard working hours. Personal calls and communication via social media must be handled on personal time. If you have an emergency, contact your immediate supervisor.

Text Messaging

Use of personal cell phones, mobile phones or personal digital assistants for text messaging is prohibited during standard working hours. Personal text messaging must be handled on personal time. If you have an emergency, contact your immediate supervisor.

Personal Safety

GIBBY'S GARDEN considers the safety of our employees is a top priority. We will make every reasonable effort to ensure the safest working environment possible. If you have suggestions or concerns, discuss them with your immediate supervisor or to Human Resources. If you feel you are in danger performing your job duties, stop working and report the hazard to your immediate supervisor. Failure to comply with all health, safety and environmental policies and procedures and Gibby's Garden standard operating procedures may result in disciplinary action, up to and including, termination.

Food & Beverage

Without exception, food and beverage is strictly prohibited within immediate proximity of any computers, servers, related hardware, application storage, grow areas, or manufacturing areas or production equipment. Meals should be eaten in the specified lunch or break area.

Smoking

Smoking is prohibited on GIBBY'S GARDEN property. This includes E-Cigarettes.

Solicitation

As a courtesy to other employees GIBBY'S GARDEN does not allow solicitation of any kind including solicitation of political information, religious information or items for sale.

Moonlighting & Conflict of interest (policy)

Due to conflict of interest, GIBBY'S GARDEN does not allow employees to "moonlight" - offering any services provided by GIBBY'S GARDEN providing confidential information or data to another establishment or to suppliers; furthermore, the following is not allowed:

- borrowing money from customers or suppliers;
- accepting substantial (as determined by the employer) gifts from customers or suppliers;
- using one's position in the establishment or knowledge of the establishment's business for personal gains; and
- engaging in activities that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws or other laws regulating the establishment's conduct.

Failure to comply with this policy may result in disciplinary action or termination of employment.

GIBBY'S GARDEN PROPERTY

Confidential Information Security

As a matter of course employees of GIBBY'S GARDEN will have access to confidential and proprietary information. This information includes, but is not limited to, personnel information, pricing, client lists, contractual agreements, intellectual property and marketing/sales strategies. It is a condition of employment that you do not disclose this information to third parties during or after employment. Disclosure of GIBBY'S GARDEN confidential information without express written approval is prohibited. Failure to comply with this policy may result in disciplinary action, termination of employment, and/or legal action.

Facilities Security

It is the responsibility of all employees to make sure the facilities and work areas are secure in accordance with Standard Operating Procedures which are issued in each location.

Report any potential security risks to your immediate supervisor.

Office Supplies, Postage & Gibby's Garden Accounts

GIBBY'S GARDEN postage, postage systems, shipping accounts, and accounts with various vendors and suppliers are to be used for Gibby's Garden purposes only. Improper use of these items may result in appropriate disciplinary action, up to and including termination.

Gibby's Garden Equipment

Gibby's Garden property, such as laser printers, copiers, computers and all production tools, are to be used for GIBBY'S GARDEN business purposes only. Use of unauthorized equipment may result in appropriate disciplinary action, up to and including termination.

Your designated work area, desks and cabinets are not to be locked with personal locks. If you need assistance securing Gibby's Garden property see your immediate supervisor.

Phone Systems, Voice Mail and Personal Calls

Telephone systems, equipment and operators are in place to provide business services of Gibby's Garden. Employees are to limit the personal use of these items. Lengthy calls should be made during breaks.

Conservation and Recycling

Conserving energy and resources are a priority at GIBBY'S GARDEN. Employees are required to conserve power and water in all reasonable ways. Recycling containers are provided throughout the facility for collection of recyclable materials. Containers are marked for various materials. Please be certain to separate all recyclables and put them into the appropriate containers.

COMPUTER RELATED

Computers and Related Equipment

GIBBY'S GARDEN provides employees access to computers, printers and other equipment on an as-needed basis, to perform their job requirements. This equipment is to be used exclusively for the business activities of GIBBY'S GARDEN. Employees found to be using Gibby's Garden computer equipment for personal use may be subject to appropriate disciplinary action, up to and including termination.

Employees are required to maintain their computers and related equipment in good working order. If any of your equipment needs service, repair or maintenance, notify your immediate supervisor.

Employees shall not use Gibby's Garden systems to knowingly violate any city, state or federal laws.

Computer games and personal software may not be installed on Gibby's Garden equipment.

Gibby's Garden equipment shall not be used to create or store personal information or projects.

Gibby's Garden equipment shall not be used to store or display images depicting violence, sexually explicit material or racially offensive material.

Software installed on Gibby's Garden computers must be properly licensed and installed at the direction of the computer systems supervisor.

Employees are not permitted to download any software (free or otherwise) without express and written permission from the computer systems supervisor.

Internet

Gibby's Garden computer systems, connected to the internet, are connected for business purpose only. Accessing the internet for personal use is prohibited. Employees are expressly prohibited from allowing any third party to use Gibby's Garden provided computers or internet services.

Conducting Gibby's Garden business on the internet must be done following all guidelines and policies for conducting business in conventional settings.

Do not expect privacy on Gibby's Garden computers. Our software and systems may have the capability of tracking each visit, each email, each chat and each file transfer, by every computer on the system.

GIBBY'S GARDEN maintains the right to limit internet access.

GIBBY'S GARDEN will comply with any reasonable requests from law enforcement to review internet activities of any employee.

While accessing the internet, employees should be fully aware of the global reach of the media. Employees are required to maintain a high level of dignity and be mindful that they represent

GIBBY'S GARDEN to the world at large while online.

For protection of Gibby's Garden network and proprietary information, security measures have been installed on the systems. No employee shall, under any circumstances, attempt to disable or circumvent these security measures.

Email & Electronic Communication

Gibby's Garden provided email is provided for business purposes only. Personal use should be kept to an absolute minimum.

All emails, sent or received, are Gibby's Garden records and as such, are accessible to appropriate staff members.

No anonymous emails can be sent from Gibby's Garden systems. All employees are required to identify themselves by name and email address.

Chat room participation is prohibited except for business related forums which require approval from your immediate supervisor.

Social Media

The term "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether or not associated or affiliated with Gibby's Garden, as well as any other form of electronic communication. The same principles and guidelines found in Gibby's Garden rules, policies and procedures apply to an employee's social media activities online.

Any conduct that adversely affects an employee's job performance or the performance of fellow employees, or otherwise adversely affects Gibby's Garden's legitimate business interests, may result in disciplinary action, up to and including termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may result in disciplinary action, up to and including termination. This restriction will not apply to any postings made in the exercise of any rights granted to an employee by federal law.

POLICIES FOR LEAVE OF ABSENCE

Eligibility

Paid and non-paid leave of absence is a benefit of working at GIBBY'S GARDEN To qualify for these leave of absence benefits the employee must be a full-time employee and have completed a minimum of six months continuous employment with GIBBY'S GARDEN Full time employees are employees who have been assigned a regular 40 hours per week work shift. Employees who work less than 32 hours weekly are not eligible. GIBBY'S GARDEN reserves the right to, without notice, revise these leave of absence policies.

Personal Leave of Absence

GIBBY'S GARDEN will make every reasonable effort to consider personal leave of absence. Apply for unpaid personal leave of absence authorization from the COO. Many factors are considered when determining eligibility for personal leave of absence and is granted or denied solely at the discretion of GIBBY'S GARDEN When granted, the maximum allowable is 30 days per calendar year.

Sick Leave

All employees whose primary place of employment is Massachusetts shall be eligible to accrue and use unpaid sick time.

Sick time accrues at the rate of one (1) hour for every thirty (30) hours worked per benefit year [Benefit year runs from January 1st to December 31st] up to a maximum of 40 hours. For accrual purposes, exempt employees will be assumed to work 40 hours per week, unless they are normally scheduled to work fewer than 40 hours, in which case earned sick time accrue based on their regular schedule.

Accrual of sick time begins on the employee's first date of actual work, but employees may not use such earned sick time until 90 calendar days after their start date.

Sick time is provided to allow employees to:

1. Care for the employee's own physical or mental illness, injury, or other medical condition that requires home, preventative, or professional care;
2. Care for a child, parent, spouse, or parent of a spouse who is suffering from a physical or mental illness, injury, or other medical condition that requires home, preventative or professional care;
3. Attend routine medical and dental appointments for themselves or for their child, parent, spouse, or parent of a spouse.
4. To address the psychological, physical, or legal effects of domestic violence; or
5. Travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

The smallest amount of sick time an employee can take is one hour. Sick time cannot be used as an excuse to be late for work without advance notice.

Use of sick time for other purposes is not allowed and may result in an employee being disciplined.

GIBBY'S GARDEN Participate in the Massachusetts Paid Family Medical Leave Act. Massachusetts Paid Family Medical Leave (PFML) is a statewide program that gives eligible employees paid time off for family and medical leave. Employee and employer contributions began in October 2019. PFMLA leave pay eligibility begins in 2021.

Unpaid Family & Medical Leave

GIBBY'S GARDEN employees are eligible to take unpaid leave as per the terms of The Family and Medical Leave Act of 1993. Consult your manager for details you choose to take this unpaid leave of absence.

Funeral Leave

GIBBY'S GARDEN will provide reasonable time off for employees to attend funerals of friends and loved ones. In the event of a death in the immediate family of the employee, up to three days paid time off may be granted to attend to family matters and funeral arrangements. Additional unpaid time off may also be granted.

Jury Duty

Notify your immediate supervisor if you are summoned for jury duty. Time off from work will be granted as necessary in compliance with applicable law.

Voting

Gibby's Garden encourages all employees to vote. Most polling facilities for elections for public office have hours that are scheduled to accommodate working voters. Gibby's Garden, therefore, requests that employees schedule their voting for before or after their work shifts. An employee who expects a conflict, however, should notify his or her supervisor, in advance, so that schedules can be adjusted if necessary.

Military Duty

In accordance with requirements of law, GIBBY'S GARDEN will provide military leave of absence and reinstatement for qualifying employees. GIBBY'S GARDEN may provide eligible employees up to two weeks paid leave for military leave of absence.

Severe Weather Closings

In the event Gibby's Garden must close for the day due to severe weather or emergencies, Gibby's Garden will make every reasonable effort to notify you.

If weather conditions are so severe that you are unable to travel to work, contact your immediate supervisor.

Benefits Overview

Benefits to employees are provided at will, GIBBY'S GARDEN reserves the right to modify or eliminate benefits without notice under conditions of law. The benefits listed herein are intended to be a general description only. Details of specific benefits are outlined in the documentation for the benefit program.

Eligibility

To qualify for benefits an employee must be considered full time and have completed a minimum of six months continuous employment with GIBBY'S GARDEN To qualify for vacation benefits a full-time employee must have completed six months continuous employment. Full time employees are employees who have been assigned a regular 40 hours per week work shift. Employees scheduled for less than 40 hours weekly are not eligible except as outlined below. GIBBY'S GARDEN reserves the right to, without notice, revise these eligibility requirements.

Group Medical Insurance

GIBBY'S GARDEN is not required to provide health insurance if less than 50 employees. It is our intent to provide health insurance benefits within the next two years.

Worker's Compensation

State and federal law governs eligibility requirements. All premium costs are paid by GIBBY'S GARDEN. Claims are paid directly to employees. All employees are expected to return to work immediately upon release by their physician.

Employees are required to report job-related injuries immediately. Failure to comply could result in difficulty with the employee's claim.

Report to your immediate supervisor all accidents or injuries.

Holidays

GIBBY'S GARDEN provides the holiday schedule for all employees as on attached. Eligible employees qualify for paid days. Non-qualifying employees may or may not work on those days as on attached benefits sheet. Please see attached sheet for an outline of the Vacation and Holiday benefits.

On paid holidays, full time employees will be paid for the holiday whether they work or not, plus regular pay for the hours worked that day if any. Non-Exempt employees will be paid at Massachusetts State required holiday pay rates.

Holidays falling on Sunday will be observed on the following Monday, those falling on Saturday will be observed the preceding Friday.

Employees wishing to observe national-origin holidays or religious holidays not listed in the Holiday Schedule must obtain permission from their immediate supervisor for time away from work either paid or unpaid. A maximum of seven holidays will be paid to any qualifying employee.

Any employee may be required to work on a part of or for the full holiday. In addition to being paid for hours worked, full time employees will be paid for the eight hours of the holiday as well and part time employees are eligible for time and a half.

Vacations

Gibby's Garden recognizes the importance of vacation time in providing rest, recreation and personal enrichment. Vacations are established on a calendar-year basis.

See attached employee PTO policy for details.

Exceptions to this policy may be made at the authorization of the general manager only.

Vacations Schedule:

Additional non-paid vacation days may be considered in order to extend vacations providing you acquire written approval from your immediate supervisor. Workloads are considered when choosing to grant or deny these requests. Paid Gibby's Garden holidays which occur during your vacation are not counted as vacation days.

COBRA

GIBBY'S GARDEN, in accordance with federal law, offers continued medical benefits to employees who lose eligibility for coverage via termination or other circumstances. COBRA (Consolidated Omnibus Budget Reconciliation Act) provides employees and their qualified beneficiaries the opportunity to continue health coverage under Gibby's Garden's health plan. The employee pays full cost for coverage at our group rate, plus an administration fee.

Gibby's Garden will provide details of COBRA coverage and procedures for applying at the time an employee loses eligibility of existing coverage.

Discipline Policies Problem Resolution

The solution to most problems is often found through communication. We will make every reasonable effort to assist in solving problems or disputes amongst employees.

We recommend the following:

For disputes between employees, first discuss the problem between the two employees and make every attempt to resolve it. If no resolution is reached, both employees together should approach a supervisor and allow the supervisor to participate in the resolution. If a resolution is not reached, it should be turned over to Human Resources. Human Resources will gather and review all information and provide a solution with the best interest of all parties.

If a supervisor is involved as a party in the initial dispute, it must be turned over to the COO and the owner at the onset. Decisions by the COO and the owner will be final.

Violation of Gibby's Garden Policy

Employees found to be in violation of Gibby's Garden policy will be given official notice of the infraction. All reasonable attempts to resolve the problem will be made to constructively resolve the situation. Appropriate disciplinary action, up to and including termination, may be taken if the violation continues.

Employees who believe they have been falsely charged with an infraction can appeal the charge to Human Resources. All appeals must be in writing clearly defining the reason you believe the charge was false. Human Resources will review all available information and make a ruling.

Notices of violation, appeals, and final disposition documentation will become a permanent record in the employee's personnel file.

Corrective Action

GIBBY'S GARDEN holds each of its employees to certain rules and Standards of Conduct. When an employee deviates from these rules and standards, GIBBY'S GARDEN expects the employee's supervisor to take corrective action. Corrective action at GIBBY'S GARDEN is typically progressive.

That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The usual sequence of corrective actions includes an Oral Warning, a Written Reprimand, Probation, and finally Termination of Employment. In deciding which initial corrective action would be appropriate, a supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

Though committed to a progressive approach to corrective action, GIBBY'S GARDEN considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include, but are not limited to:

1. Theft or other criminal activity in any form;
2. Any action that is not in compliance with the Massachusetts Department of Public Health rules for medical marijuana, and /or the Cannabis Control Commission rules and regulations, and all other applicable laws and regulations.
3. Frequent absenteeism or absenteeism without proper notice;
4. Insubordinate behavior;
5. Vandalism or destruction of Gibby's Garden property;
6. Being on Gibby's Garden property during non-business hours;
7. The use of Gibby's Garden equipment and/or Gibby's Garden vehicles without supervisor

approval;

8. Untruthfulness about criminal or personal work history, skills, or training;
9. Divulging Gibby's Garden security practices or business practices;
10. Misrepresentations of GIBBY'S GARDEN to a client, a prospective client, the general public, or an employee; and
11. Failure to follow GIBBY'S GARDEN policies or procedures.
12. Failure to report any of the following to the general manager in accordance with applicable laws and regulations:
 - a. Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the Medical Marijuana establishment, or Adult Use Marijuana Establishment or a dispensary agent;
 - b. Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person;
 - c. Unauthorized destruction of marijuana;
 - d. Any loss or unauthorized alteration of records related to marijuana, or registered agents;
 - e. An alarm activation or other event that requires response by public safety personnel;
 - f. The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and
 - g. Any other breach of security. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American Tribal Authority.

Termination of Employment Termination

GIBBY'S GARDEN operates under the principle of at-will employment. This means that neither you nor GIBBY'S GARDEN has entered into a contract regarding the duration of your employment. You are free to terminate your employment with GIBBY'S GARDEN at any time, with or without reason. Likewise, GIBBY'S GARDEN has the right to terminate your employment, or otherwise discipline, transfer, or demote you at any time, with or without reason, at the discretion of GIBBY'S GARDEN.

GIBBY'S GARDEN hopes and expects that you will give at least two (2) weeks' notice in the event of your resignation. Any accrued but unused vacation time will be paid at the time of employment termination unless termination is for direct violation of Gibby's Garden policies.

ACKNOWLEDGEMENT

I have read the policies outlined in this handbook. I understand that while this is not an employment contract; I am bound to abide by the policies set herein.

I further understand that GIBBY'S GARDEN may modify, revise and update policy and/or this manual at any time. I am also aware that this updating may include additions or deletions.

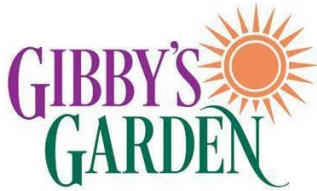
I also certify that I have had ample time to discuss this handbook and its contents with GIBBY'S GARDEN representatives and I fully understand the contents.

With this knowledge I accept the policies outlined herein as a condition of employment.

Employee signature _____ Date _____

GIBBY'S GARDEN reserves the right to make changes to this handbook for the purpose of modifying, revising and updating Gibby's Garden policy and this manual. Notice of changes will be posted on the bulletin boards and become a part of this manual. Violation of any Gibby's Garden policy may result in immediate termination.

Please sign and return this page to be held in your employment folder. Thank you and
Welcome to the Gibby's Garden Team!



Record Keeping and Operating Procedures:

1. A detailed summary of operating policies and procedures for the Marijuana Establishment which shall include, but not be limited to provisions for:

- a. Security:
 - a. Visitor logs are kept indefinitely
 - b. Monthly camera verification forms by security company are maintained.
 - c. Camera recordings for 90 days are available at all times.
- b. Prevention of Diversion;
 - a. Records of personnel hours are kept through the payroll system.
 - b. Cameras and fob records record movement through the facility.
 - c. Visitor logs are maintained indefinitely.
- c. Storage of marijuana;
 - a. METRC and GeoShepard records the record of current or past product storage that can be paired to retail sales, etc...
- d. Transportation of marijuana, if applicable to license type;
 - a. All transport manifests are kept in the retail customers files and can be accessed via METRC as well.
- e. Inventory procedures – See Product Storage above.
- f. Procedures for quality control and testing of product for potential contaminants, if applicable to license type;
 - a. All test results by strain batch are kept
 - b. Records of nutrient / additives are in METRC
- g. Personnel policies;
 - a. Personnel reviews, anniversaries, hours/ days worked etc... are kept in our payroll records and admin documents.
 - b. Job positions and Descriptions are part of our SOP folder
 - c. Actual personnel files are maintained in the secure IT closet.
- h. Dispensing procedures; N/A
- i. Maintenance of financial records See Financial Records SOP

Record Keeping.

Gibby's records are maintained as detailed on the various SOP's including:

- a. Operating procedures
- b. Marijuana Product Inventory records
- c. Metrc tracking records for all marijuana products as outlined in storage and cultivation SOP's

2. Personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:

- A) All materials submitted to the Commission for agent status
- B) documentation of verification of references as applicable
- C) the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
- D) 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;
 - a) documentation of periodic performance evaluations;
 - b) record of any disciplinary action taken

3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;

4. Personnel policies and procedures; and

5. All background check reports obtained in accordance with 935 CMR 500.030.

E. Business and Financial Records, which shall include manual or computerized records are in QuickBooks and Accounting Folder. These can be generated into a report as required.

- a) Assets and liabilities;
- b) Monetary transactions;
- c) Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- d) Sales records including the quantity, form, and cost of marijuana products; and
- e) Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- f) Waste disposal records as required under 935 CMR 500.105(12); and
- (g) Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

Waste Disposal will be recorded and processed as outlined below:

(a) All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

(b) Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26 through 53; 314 CMR 3.00: *Surface Water Discharge Permit Program*; 314 CMR 5.00: *Groundwater*)

(c) Organic material, recyclable material and solid waste generated at a Cannabis Establishment shall be redirected or disposed of as follows:

1. Organic material and recyclable material shall be redirected from disposal in accordance as possible. Some soil will be repurposed through utilizing it for animal bedding and chew at local farm.

2. To the greatest extent feasible:

a. Any recyclable material as possible will be recycled.

b. Any remaining marijuana waste shall be ground and mixed with other organic material as defined in 310 CMR 16.02 to be rendered unusable before disposal.

c. Solid waste containing cannabis waste generated at a marijuana establishment may be ground up and mixed with solid wastes such that the resulting mixture renders the cannabis unusable for its original purposes. Once such cannabis waste has been rendered unusable, it may be brought to a solid waste transfer facility or a solid waste disposal facility (*e.g.*, landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located; or

(d) No fewer than two Marijuana Establishment Agents must witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, *etc.*) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Marijuana Establishment must create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Marijuana Establishment Agents present during the disposal or other handling, with their signatures. Marijuana Establishments shall keep these records for at least three years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission