



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281317
Original Issued Date: 12/17/2018
Issued Date: 11/19/2020
Expiration Date: 12/25/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Berkshire Welco LLC

Phone Number: 413-644-6192 Email Address: Chris@thepass.co

Business Address 1: 490 Main Street Business Address 2:

Business City: Great Barrington Business State: MA Business Zip Code: 01230

Mailing Address 1: 490 Main Street Mailing Address 2:

Mailing City: Great Barrington Mailing State: MA Mailing Zip Code: 01230

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 35 Percentage Of Control: 50

Role: Executive / Officer Other Role:

First Name: Christopher Last Name: Weld Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 20 Percentage Of Control: 50

Role: Executive / Officer Other Role:

First Name: Michael Last Name: Cohen Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Nial Last Name: DeMena Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Chief of Strategy position part-time.

Close Associates or Member 2

First Name: Peter Last Name: Steimer Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Director of Cultivation

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Michael Last Name: Cohen Suffix:

Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$1800000	Percentage of Initial Capital: 65.35
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Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1375 Main St.

Establishment Address 2:

Establishment City: Sheffield Establishment Zip Code: 01257

Approximate square footage of the Establishment: 10000 How many abutters does this property have?: 6

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

Cultivation Tier: Tier 05: 30,001 to 40,000 sq. ft Cultivation Environment: Indoor

FEE QUESTIONS

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	BW Cert of Good Standing - CDSC .pdf	pdf	5b7497ed18807b2d67c3f9b0	08/15/2018
Department of Revenue - Certificate of Good standing	BW Cert of Good Standing - DOR.pdf	pdf	5b7497fa185bb22d7106595c	08/15/2018
Bylaws	Bylaws.pdf	pdf	5b749809d389b22d7bd637b5	08/15/2018
Articles of Organization	CorpSearchView.PDF	pdf	5b74c66bb60ce4391d87e5f7	08/15/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	scan0002.pdf	pdf	5daa0e2eb35b62300f5d7ee9	10/18/2019
Department of Revenue - Certificate of Good standing	Cert of Good Standing.pdf	pdf	5daa0e4563788d2fee3150f3	10/18/2019
Department of Unemployment Assistance - Certificate of Good standing	Cert of Compliance.pdf	pdf	5db1c2d0cdbfc22fc658cece	10/24/2019
Secretary of Commonwealth - Certificate of Good Standing	Sec State Compliance.pdf	pdf	5f92d778bd0d8e0814339efb	10/23/2020
Department of Unemployment Assistance - Certificate of Good standing	DUA Compliance.pdf	pdf	5f92d79d8cc05c081b1b442b	10/23/2020
Department of Revenue - Certificate of Good standing	DOR Compliance.pdf	pdf	5f92d84fdf85ec07dfb85f88	10/23/2020

Massachusetts Business Identification Number: 001317151

Doing-Business-As Name: The Pass

DBA Registration City: Sheffield

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	LIABILITY INSURANCE OBTAINMENT PLAN.pdf	pdf	5bb68362629ac50c14735238	10/04/2018
Proposed Timeline	TIMELINE TIER V CULTIVATION (Revised).pdf	pdf	5db1c3ca90352a2b339ad64a	10/24/2019
Business Plan	Business Plan Tier V Cultivation (Revised).pdf	pdf	5db1c4d4c9aebd2b498a9486	10/24/2019
Business Plan	Statement of Operations.pdf	pdf	5f92d8d5df85ec07dfb85f8e	10/23/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	TIER V CULTIVATION PLAN.pdf	pdf	5b75715003a477392d0a2a29	08/16/2018
Storage of marijuana	STORAGE PLAN.pdf	pdf	5b757166aa953e3937b59a34	08/16/2018
Record Keeping procedures	RECORDKEEPING PLAN.pdf	pdf	5b75718b8d67cc394b81b3fc	08/16/2018
Quality control and testing	QC : QA and CONTAMINENT TESTING PLAN.pdf	pdf	5b7571a5da72283955c605c6	08/16/2018
Inventory procedures	INVENTORY MGMT PLAN.pdf	pdf	5b757230b60ce4391d87e615	08/16/2018
Dispensing procedures	DISPENSING PLAN.pdf	pdf	5b75750cb60ce4391d87e61b	08/16/2018
Transportation of marijuana	Transportation Plan Tier V- Revised, Sept 2019.pdf	pdf	5db1c58073225f2fcd7659da	10/24/2019
Maintaining of financial records	FINANCIAL RECORDKEEPING (oct 19) .pdf	pdf	5db1c5b5cdbfc22fc658ceed	10/24/2019
Security plan	Security Plan (oct 19).pdf	pdf	5db1c67bb207f82b12a941fe	10/24/2019
Restricting Access to age 21 and older	AGE 21+ RESTRICTING PLAN (oct 19).pdf	pdf	5db1c6da63788d2fee31618b	10/24/2019
Personnel policies including background checks	PERSONNEL POLICIES AND PROCEDURES (1375).pdf	pdf	5db1c77ce3decf2b0b0d40c3	10/24/2019
Qualifications and training	QUALIFICATIONS + TRAINING (oct 19).pdf	pdf	5db1c86b4b00122fe399f054	10/24/2019
Prevention of diversion	DIVERSION PREVENTION Plan (1375).pdf	pdf	5db1dc3373225f2fcd765a44	10/24/2019
Diversity plan	Diversity Plan (REVISED DEC 2019).pdf	pdf	5de91b43d5b0805341c65220	12/05/2019
Policies and Procedures for cultivating.	L.Berkshire Welco Indoor Cultivation SOP - 20201021.pdf	pdf	5f92da8f57d9d707ee4d55de	10/23/2020
Personnel policies including background checks	L.Handbook for The Pass July 2020 (1).pdf	pdf	5f92daca5b823307b79b3c4e	10/23/2020
Diversity plan	Updated Diversity Plan.pdf	pdf	5f92dae1dfcf9f07cd941dcc	10/23/2020
Energy Compliance Plan	Energy Compliance.pdf	pdf	5f92ea64df85ec07dfb8601c	10/23/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Post-provisional inspection is on Dec 17 2019. See documentation.

Progress or Success Goal 2

Description of Progress or Success: We have uploaded our updated Plans inclusive of our current employment statistics

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Post-provisional inspection is on Dec 17 2019. See documentation.

Diversity Progress or Success 2

Description of Progress or Success: We have uploaded our updated Plans inclusive of minority vendor contracts and the ongoing support to ensure compliance.

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 8:00 PM
Tuesday From: 8:00 AM	Tuesday To: 8:00 PM
Wednesday From: 8:00 AM	Wednesday To: 8:00 PM
Thursday From: 8:00 AM	Thursday To: 8:00 PM
Friday From: 8:00 AM	Friday To: 8:00 PM
Saturday From: 8:00 AM	Saturday To: 8:00 PM
Sunday From: 8:00 AM	Sunday To: 8:00 PM

Community Outreach Meeting Attestation Form

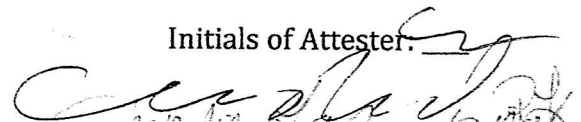
The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Christopher Welch, (insert name) attest as an authorized representative of Berkshire Welco LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on March 27, 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 March 14, 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 March 14, 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 March 12, 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.



NATIONAL FOOTBALL LEAGUE

AFC East free agency look

The Associated Press

BUFFALO BILLS (3-6)

UNRESTRICTED FREE AGENTS: WR Jordan Matthews, Deonte Thompson, Brandon Tate, and Jeremy Butler; CB EJ Gaines, Leonard Johnson, and Starvin Nforie; LB Preston Brown and Ramon Hubbard; DT Cedric Thornton; S CJ Anderson and Sherman Taborian; FB Mike Tolbert; DT Sanchez Henderson; QB Jay Webb.

RESTRICTED FREE AGENTS: None.

NEEDS: Quarterback moved to the top of the list after Buffalo traded three-year starter Tyrod Taylor to the Cleveland Browns in exchange for a third-round pick. The Bills are looking to replace Taylor with a free agent.

AVAILABLE SALARY CAP SPACE

(\$14.2 million over)

NEW ENGLAND PATRIOTS (15-4)

UNRESTRICTED FREE AGENTS: QB Malcolm Butler and Johnson White; RB Deryn Roach and Matt Slater; RB DeShaun Foster; LB James Harrison and Marquis Flowers; DE Geno Hulet; FS Nate Ebner.

RESTRICTED FREE AGENTS: FS Brandon G. Godwin.

NEEDS: Butler's contract is set to expire in 2019. The Patriots are looking to replace him with a free agent.

AVAILABLE SALARY CAP SPACE

(\$37 million)

MIAMI DOLPHINS (5-10)

UNRESTRICTED FREE AGENTS: SS Michael Turner, WR Allen Hurns, and TE Mike Moore; LB Lamin Barrow and Koa'ni Vaea; RB Jay Ajayi; TE Anthony Fasano; DE Terrence Fades and Willie Hayes; Cody Parkey; QB Matt Ryan; RB Damien Williams.

RESTRICTED FREE AGENTS: None.

NEEDS: The Dolphins are looking to replace several key players who are entering free agency.

AVAILABLE SALARY CAP SPACE

(\$20 million)

RESTRICTED FREE AGENTS: QB David Fales; LB Neville Hewitt; O Anthony Stone.

NEEDS: After finishing in Year 2 under coach Adam Gase, Dolphins need starters at tight end, linebacker, receiver and perhaps one offensive line player. They need more depth at running back and safety. Miami is looking to replace several key players who are entering free agency.

AVAILABLE SALARY CAP SPACE

(\$14.2 million over)

NEW YORK JETS (3-11)

UNRESTRICTED FREE AGENTS: QB John McCown; CB Morris Claiborne; C Wesley Johnson; TE Austin Seaton; RB Derrick Green; LB DeMeco Ryans; DE Bruce Carter; LB Sean Starvo; and David Bass; S Terrence Brooks; PK Chandler Catanzaro; O Kory Lyle and Ed Streater; DT Miles Perrill; LB Jonathan Harrison; Ben Irschick; DE Donte Carter.

RESTRICTED FREE AGENTS: WR Quincy Enunwa; S Steve Allen; DT Brent Urban; TE Neal Sterling; OL Xavier Cooper.

NEEDS: It's all about finding a quarterback, starting theme for the franchise for well decades. New York will be in Year 4 counting down to the Super Bowl.

AVAILABLE SALARY CAP SPACE

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AVAILABLE SALARY CAP SPACE

(\$14.2 million over)

Brees, 39, back to NOLA

By Barry Wilner

Draw Brees is staying put in the Big Easy. Case Keenum is headed to the Rocky Mountains. Kirk Cousins? His first visit as a free agent will be to Minnesota, with the Vikings long considered a natural landing spot for one of the most valuable quarterbacks. One day before the league's new year draft, quarterbacks are again stealing the spotlight, starting with Brees.

The Saints star has agreed to a two-year, \$50 million extension with New Orleans, with \$27 million guaranteed the first year, two people familiar with the contract told The Associated Press.

Brees is 39 and wants to finish his career in New Orleans, where he has played 10 seasons. He was a Pro Bowl and led what has been one of the most productive offenses in the NFL since he and coach Sean Payton arrived.

"It'll be here as long as they'll have me," Brees said after last season ended. In 2017, Brees completed an NFL-record 72 percent of his passes for 4,394 yards and 28 touchdowns against six interceptions. He ranked fourth in the NFL in yards passing and the Saints ranked second in the NFL in total offense.

Keenum, a backup when the season began, guided Minnesota to the NFC North title and then into the conference championship game. He'll cash in with the Vikings, but McCortney's no-decision has been made yet by his agent.

The Jets and Cardinals also make sense as fits for the 28-year-old Keenum's two consecutive seasons for Washington on franchise tags. New York also has shown interest in Vikings QB Teddy Bridgewater and Arizona has done the same with Minnesota's Sam Bradford.

IN OTHER MOVES:

- Super Bowl champion Philadelphia lost two tight ends cutting releases Brett Celek, then sent Trey Burton agree to a four-year, \$32 million contract with Chicago. The Bears also will be signing Jacksonville receiver Allen Robinson on Wednesday and pluckier Cody Foy. - Buffalo bolstered its interior defensive line, agreeing to a deal with Carolina tackle Star Lotulelei and re-signing Kyle Williams, who contemplated retirement.



New Orleans Saints quarterback Drew Brees has reportedly agreed to a two-year, \$50 million extension with the team. Brees is 39 years old.

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Classifieds To place your ad, call 1-800-234-7404

Public Notices

CITY OF PITTSFIELD ZONING BOARD OF APPEALS NOTICE OF PUBLIC HEARING. Notice is hereby given that the Zoning Board of Appeals will give a hearing at the City Hall, City Council Chambers on Wednesday, March 21, 2018 at 7:00 P.M. to all parties interested in the petition...

LEGAL NOTICE. In accordance with 806 C.M.R. 101.02(1)(b), the undersigned hereby certifies that the information contained in the attached document is true and correct...

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Berkshire Eagle, The

Attachment B



Publication Name:

Berkshire Eagle, The

Publication URL:

www.berkshireeagle.com/

Publication City and State:

Pittsfield, MA

Publication County:

Berkshire

Notice Popular Keyword Category:

Notice Keywords:

Sheffield Berkshire Welco

Notice Authentication Number:

**201807121536107396784
1267673597**

Notice URL:

[Back](#)

Notice Publish Date:

Wednesday, March 14, 2018

Notice Content

Community Outreach Hearing LEGAL NOTICE In accordance with 935 CMR 500.101.B(2)(e), Berkshire Welco, LLC, will hold a Community Outreach Hearing on MARCH 27th 2018 at 7:00 PM at 21 DEPOT SQUARE, 2ND FL., SHEFFIELD, MA 01257 concerning the proposed operation of a Marijuana Establishment pursuant to G. L. c. 94G and 935 CMR 500, et. seq. The address of the proposed activity is 1375 N. Main St., Sheffield, MA 01257. Interested residents may hear about the proposal and ask questions at the Community Outreach Hearing. CHRIS WELD, CEO MICHAEL COHEN, PRESIDENT 03/14/18

[Back](#)

Notification to Abutters under the Adult Use of Marijuana Regulations of the Cannabis Control Commission, 935 CMR 500

In accordance with 935 CMR 500.101.B(2)(e), you are hereby notified of the following:

The applicant, Berkshire Welco, LLC, has filed a Notice of Community Outreach Hearing with the City of Sheffield concerning the proposed operation of a Marijuana Establishment pursuant to G. L. c. 94G and 935 CMR 500, *et. seq.* . The address of the proposed activity is:

1375 N. Main St., Sheffield, MA 01257

You are receiving this Notice because you are an abutter of the proposed address of the Marijuana Establishment; owner of land directly opposite on any public or private street or way; or an abutters to the abutters within three hundred feet of the property line of the proposed Marijuana Establishment as they appear on the most recent applicable tax list.

There will be a Community Outreach Hearing at which time interested residents may hear about the proposal and ask questions on MARCH 27th, 2018 at 7PM EST on the 2nd floor at 21 DEPOT SQUARE, SHEFFIELD, MA 01257

TOWN OF SHEFFIELD
CERTIFIED ABUTTER LIST

SUBJECT: 1375 NORTH MAIN ST, SHEFFIELD MA
MAP 32 BLOCK 2 LOT 5.0

Attachment C (2/3)

3/9/2018

Parcel Number	Property Address	Owner Name	Owner Address	Owner State	Owner City	Owner Zip
032-0001-0031-0	1434 N MAIN ST	LAMANNO BARBARA	P O BOX 232	MA	SHEFFIELD	01257
032-0002-0004-0	1347 N MAIN ST	TOMCAT LLC	63 WEST STREET	MA	MOUNT WASHINGTON	01258
032-0002-0006-0	1399 N MAIN ST	SIKORSKY CONSTRUCTION LLC	30 BLUE HILL RD	MA	GT BARRINGTON	01230
032-0002-0007-0	1419 N MAIN ST	GAGE THOMAS A	P O BOX 538	MA	SOUTH EGREMONT	01258
032-0002-0010-0	LIME KILN RD	MA DEPT OF TRANSPORTATION	10 PARK PLAZA	MA	BOSTON	02116
032-0002-0011-0	0 LIME KILN RD	BATACCHI ARTHUR J JR	221 LIME KILN RD	MA	SHEFFIELD	01257

Certified Abutter List in accordance with MGL Chapter 40A, Section 11.


Tammy L. Blackwell, MAA
Principal Assessor

7017 2400 0000 0047 00

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

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

SOUTH EGREMONT, MA 01258

Certified Mail Fee	\$3.45	0230
Extra Services & Fees (check box, add fee as appropriate)	\$2.75	07
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.50	
Total Postage and Fees	\$6.70	



Sent To Thomas A. Gage
Street and Apt. No., or PO Box No. PO Box 538
City, State, ZIP+4® South Egremont, MA 01258

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

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

SHEFFIELD, MA 01257

Certified Mail Fee	\$3.45	0230
Extra Services & Fees (check box, add fee as appropriate)	\$2.75	07
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
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Postage	\$0.50	
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City, State, ZIP+4® Sheffield, MA 01257

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SOUTH EGREMONT, MA 01258

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Total Postage and Fees	\$6.70	



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GREAT BARRINGTON, MA 01230

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Extra Services & Fees (check box, add fee as appropriate)	\$2.75	07
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.50	
Total Postage and Fees	\$6.70	



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City, State, ZIP+4® Great Barrington, MA 01230

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BOSTON, MA 02116

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.50	
Total Postage and Fees	\$6.70	



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City, State, ZIP+4® Boston, MA 02116

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SHEFFIELD, MA 01257

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Extra Services & Fees (check box, add fee as appropriate)	\$2.75	07
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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.50	
Total Postage and Fees	\$6.70	



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Street and Apt. No., or PO Box No. 221 Lime Kiln Rd.
City, State, ZIP+4® Sheffield, MA 01257

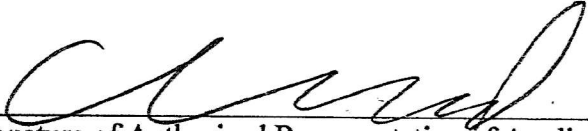
Attachment C (3/3)

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, Christopher Weld, (*insert name*) certify as an authorized representative of Berkshire Welco LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Sheffield (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on March 26, 2018 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, David A. Smith, Jr, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Sheffield (*insert name of host community*) to certify that the applicant and Sheffield (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on March 26, 2018 (*insert date*).



Signature of Contracting Authority or Authorized Representative of Host Community

Plan to Remain Compliant with Local Zoning

The Pass will remain compliant at all times with the local zoning requirements set forth in the Town of Sheffield's Zoning By-Laws. 1375 Main Street is in the General Business District, which is "intended to be used for light manufacturing and agricultural purposes." We have confirmed with the Town that The Pass's cultivating activities are allowed as a right under the Zoning Code and the Pass will receive a zoning determination as part of the building permit.

The Pass has already convened a Community Outreach Meeting for its proposed Marijuana Retail, Marijuana Cultivation, and Marijuana Product Manufacturing licenses and has also executed a Host Community Agreement with the Town. The Pass will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the Pass' marijuana establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

The Pass has also retained the law firm of Foley Hoag LLP to assist with compliance including with zoning requirements.



THE PASS

BERKSHIRES

Cultivation license # MC281317 Renewal

Business Documentation for Cultivation License

To our knowledge the Town of Sheffield has not incurred any additional municipal costs as result of our license. We have called the Town Administrator on numerous occasions to validate the fact and get any supporting documentation that either agrees with this statement or otherwise supports any costs that may have been incurred. We continue to contact the Town and will submit any documentation provide to us at that time.

I, Christopher Weld, I affirm that all the information provided within is true and accurate. I further affirm that all required attestations written above have been made voluntarily, and by signing below, certify that I do in fact make these true and accurate attestations.

Signature: _____

Name Printed: Christopher Weld

Date: October 19, 2020

AUTHENTICATION BY NOTARY PUBLIC

On this day of October 19, 2020, before me, the undersigned notary public, personally appeared Christopher Weld , proved to me through satisfactory evidence of identification to be the person whose name is signed above and that he/she did so voluntarily for its stated purpose.

Notary Public Signature

NOTARY STAMP/SEAL



Plan to Positively Impact Areas of Disproportionate Impact

Our goals are to: 1) positively impact the area of disproportionate most proximate to our operations in Sheffield; and 2) empower residents of other areas of disproportionate impact and residents impacted by drug convictions to participate in and benefit from the Commonwealth's burgeoning adult-use marijuana industry. The programs described below represent roadmaps to achieve these dual goals:

Positively impacting closest area of disproportionate impact:

The closest area of disproportionate impact identified by the CCC to The Pass' operations in Sheffield is Pittsfield. Pittsfield is approximately 19 miles away from our facility and is approximately a 40 minute drive with no public transportation operations. In addition, a number of potential marijuana establishments have targeted Pittsfield for their locations, which means those who live in Pittsfield may be more likely to work at the facilities in that city rather than in Sheffield. Accordingly, our ability to positively impact Pittsfield may be challenged because of the great distance between Sheffield and Pittsfield, but The Pass is excited about the plan discussed herein. We plan to work with social engagement organizations in Pittsfield in order to determine whether there are individuals living in Pittsfield who may be interested in employment at our facility despite the challenges of traveling from Pittsfield to our facility. We have targeted Berkshire Community Action's Project Reconnect as a suitable partner for this effort and would like the organization to identify individuals living in Pittsfield to work at our facility. Project Reconnect aspires to empower disadvantaged individuals and strengthen the Berkshire County community through workforce development, advancing educational progress, and encouraging community engagement. We hope to jointly host job fairs with the organization and, eventually, provide training workshops for individuals living in Pittsfield who are interested in employment at our facility or employment within the adult-use marijuana industry more generally.

In terms of measuring results, we intend to closely track and analyze progress toward our goal of positively impacting Pittsfield. We will track both input and output criteria to quantify our impact on the Pittsfield community. In terms of input criteria, we will record the number of job fairs and or trainings co-hosted with Project Reconnect in Pittsfield and also record the number of attendees at every such event. This will enable us to measure our reach into the community. We also intend to steadily increase the number of co-hosted job fairs and/or trainings in years 1-5 following the commencement of our operations in Sheffield. In terms of output criteria, we will track the number of Pittsfield residents who apply for employment at our facility in Sheffield and also the number of Pittsfield residents who are offered and accept employment. We expect that our steadily increasing presence in Pittsfield will yield an increasing percentage of our employees who reside in that community. Accordingly, we aim to have at least five individuals from Pittsfield work at our facility in Sheffield by year 5 of operations.

Empowering residents from other areas of disproportionate impact and residents impacted by drug convictions:

In addition to hiring individuals from Pittsfield, we would also like to bring our knowledge about practices in the industry to other areas of disproportionate impact, and engage with and attract individuals who have marijuana-related CORIs or who have parents or spouses with drug convictions. We will strive to foster both employment and business relationships with members of these affected communities. In addition to Pittsfield, there are three other areas of disproportionate impact in Western Massachusetts: North Adams, Pittsfield, Springfield and West Springfield. In parallel with working with Project Reconnect in Pittsfield, we intend to work with like organizations in North Adams, Springfield and West Springfield to identify residents interested in employment in the adult-use marijuana industry and to assist our community hiring efforts. In particular, we will also aim to attract individuals in these communities who have marijuana-related CORIs or who have parents or spouses with drug convictions. We recognize that these individuals may have been stigmatized in their past hiring experiences and we therefore pledge not to discriminate against these individuals or consider such convictions (except to the extent required by law or Commission regulations) in our hiring decisions. In addition, in alignment with our Diversity Plan, we will aim to create a diverse culture at our Sheffield facility and demonstrate a commitment to equal opportunity employment.

Our robust program to identify and engage with these individuals will include hosting industry-specific educational seminars in marijuana cultivation, marijuana product manufacturing, marijuana retailing, or marijuana business training for those in the communities. We will leverage these educational seminars and trainings not only as a tool for identifying potential candidates for employment at our facility, but also a catalyst for beginning mentoring relationships with a number of potential small business owners who could learn from our experiences in the industry. Consistent with our approach to positively impact Pittsfield, we will likewise monitor our progress toward empowering and engaging with individuals from other disproportionately impacted areas and individuals who have been impacted by drug convictions. We will record the number of industry-specific seminars and trainings that we host (either solely or collaboratively with our community partners) and also track the number of attendees at each event to quantify our level of influence in the identified communities. We also intend to track the outputs of this seminar/training program by regularly measuring and analyzing our employees' self-identified demographic data. We will use this data to determine: 1) how many of our employees reside in North Adams, Springfield and West Springfield; 2) how many of our employees have marijuana-related CORIs or parents or spouses with drug convictions. We expect that our community outreach and seminar/training program will spur increased hiring of and business relationships with individuals from these affected communities. In turn, we aim to have at least five individuals from either or both of these affected communities employed at our facility in Sheffield by year 5 of operations.



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

William Francis Galvin
Secretary of the
Commonwealth

June 18, 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

BERKSHIRE WELCO, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 12, 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:
CHRISTOPHER WELD, MICHAEL COHEN

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **CHRISTOPHER WELD, MICHAEL COHEN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **CHRISTOPHER WELD, MICHAEL COHEN**



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



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

mass.gov/dor

Letter ID: L2107952256
Notice Date: June 19, 2018
Case ID: 0-000-593-169



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MICHAEL COHEN
BERKSHIRE WELCO, LLC
264 MAIN ST STE 3
GREAT BARRINGTON MA 01230-2248



Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, **BERKSHIRE WELCO, 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

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
BERKSHIRE WELCO, LLC

A Massachusetts Limited Liability Company

Dated as of June 14, 2018

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**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERKSHIRE WELCO, LLC**

This Amended and Restated Limited Liability Company Agreement of Berkshire Welco, LLC (the “Company”) is entered into as of June __, 2018 (the “Effective Date”), by and among the persons identified from time to time as “Members” on Schedule A attached hereto.

WHEREAS, the Company was formed by Michael Cohen and Christopher Weld on March 12, 2018, with such formation being made pursuant to the Massachusetts Limited Liability Company Act, M.G.L. Chapter 156C, as amended from time to time (the “Massachusetts Act”), by filing a Certificate of Organization of the Company with the office of the Secretary of the Commonwealth of The Commonwealth of Massachusetts (as it may be amended at any time and from time to time, the “Certificate of Organization”), and such Members have entered into a Limited Liability Company Agreement, dated May 8, 2018 (the “Prior Agreement”), with the other Members made party thereto;

WHEREAS, pursuant to Section 15.3 of the Prior Agreement, the Prior Agreement may be amended by (i) the approval of each Major Member (as defined in the Prior Agreement) and (ii) Manager Approval (as defined in the Prior Agreement);

WHEREAS, the Company’s Board of Managers has determined that it is in the best interest of the Company and its existing Members to, and has voted to amend and restate the Prior Agreement to set forth the respective rights and obligations of the Members and to provide for the governance and management of the Company and its affairs and for the conduct of the business of the Company; and

WHEREAS, the undersigned parties to this Agreement include each Major Member;

NOW, THEREFORE, in consideration of the premises, representations and warranties and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that the Prior Agreement is amended and restated in its entirety as of the date hereof to read as follows:

**ARTICLE 1.
DEFINED TERMS**

Section 1.1 Definitions. In addition to the capitalized terms defined above and elsewhere in this Agreement, certain capitalized terms used herein shall have the meanings set forth in Schedule C hereto.

**ARTICLE 2.
GENERAL PROVISIONS**

Section 2.1 Organization; Continuation of the Company.

The Company has been formed by the filing of its Certificate of Organization with the Massachusetts Secretary of the Commonwealth pursuant to the Massachusetts Act. The Certificate of Organization may be amended or restated with respect to the address of the registered office of the Company in Massachusetts, the name and address of its registered agent in Massachusetts or to make corrections as may be required by the Massachusetts Act as provided in the Massachusetts Act. The Members hereby agree to continue the Company as a limited liability company under and pursuant to the provisions of the Massachusetts Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Massachusetts Act, except as otherwise provided herein.

Section 2.2 Company Name.

(a) The name of the Company is “Berkshire Welco, LLC.” All business of the Company shall be conducted under the Company name. The Managers shall promptly execute, file and record such certificates as are required by any applicable limited liability company act, fictitious name act or similar statute.

(b) The Company shall at all times have all rights in and to the Company name. The Company may use the Company name or any portion thereof in connection with any other partnership, limited liability company or business activity entered into by the Company. Upon the dissolution of the Company pursuant to the provisions of Article 12 or otherwise, except as otherwise provided herein or by applicable law, or by Manager Approval, no further business shall be done in the Company name except for the completion of any transactions in process and the taking of such action as shall be necessary for the performance and discharge of the obligations of the Company, the winding up and liquidation of its affairs and the distribution of its assets.

Section 2.3 Principal Place of Business; Agent for Service of Process.

(a) The principal office and place of business of the Company shall initially be 264 Main Street, 3rd Floor, Great Barrington, Massachusetts 01230, or such other address as may be determined from time to time by Manager Approval.

(b) The registered office of the Company in The Commonwealth of Massachusetts shall be 264 Main Street, 3rd Floor, Great Barrington, Massachusetts 01230, and the registered agent for service of process on the Company pursuant to the Massachusetts Act shall initially be Michael Cohen or, in either case, as may be designated by Manager Approval.

Section 2.4 Qualification in Other Jurisdictions.

The Managers shall cause the Company to be qualified or registered under applicable laws of any jurisdiction in which the Company owns property or engages in activities and shall be authorized to execute, deliver and file any certificates and documents necessary to effect such qualification or registration, including, without limitation, the appointment of agents for service of process in such jurisdictions, if such qualification or registration is necessary or desirable to permit the Company to own property and engage in the Company’s business in such jurisdictions.

Section 2.5 Purposes and Powers of the Company.

The purposes of the Company are to engage in any lawful business, purpose or activity for which limited liability companies may be organized under the Massachusetts Act.

Section 2.6 Fiscal Year.

The fiscal year of the Company shall be the calendar year, or such other fiscal year as may be designated by Manager Approval and permitted by the Code.

ARTICLE 3. TERMS AND CONDITIONS APPLICABLE TO MEMBERS

Section 3.1 Members.

The Members of the Company shall be the Persons identified on Schedule A hereto, as may be amended from time to time, each of whom shall be a “Member” within the meaning of the Massachusetts Act. The name, mailing address, and email address of each Member shall be as listed in Schedule A. Each Member shall promptly notify the Company of any change in the information required to be set forth for such Member on Schedule A. Any Manager may update Schedule A from time to time as necessary to accurately reflect the information therein. Any such revision to Schedule A shall not be deemed an amendment to this Agreement. Any reference in this Agreement to Schedule A shall be deemed a reference to Schedule A as in effect from time to time. The Members shall have only such rights with respect to the Company as specifically provided in this Agreement and as required by the Massachusetts Act (other than waivable provisions of the Massachusetts Act that conflict with the rights expressly granted to such Members under this Agreement). No Person shall be admitted as a new Member of the Company unless and until the Board of Managers has approved the admission of such Person as a new Member and such Person has executed this Agreement or a counterpart hereto and such other documents or agreements as the Board of Managers may request reasonably in connection with such admission.

Section 3.2 Limited Liability Company Interests Generally.

Except as otherwise specifically provided herein, no Member shall (i) be entitled to receive any interest or other return on such Member’s Capital Contributions, (ii) be entitled to withdraw all or any portion of any Capital Contribution or to receive any distribution from the Company, (iii) have the status of a creditor with respect to distributions from the Company, (iv) have the right to demand or receive property other than cash in return for its Capital Contributions, or (v) have any priority over any other Member with respect to the return of Capital Contributions, allocations of profits and losses or distributions. No property of the Company shall be deemed to be owned by any Member individually, but shall be owned by and title thereto shall be vested solely in the Company. The Units shall constitute personal property. The rights and interest of each Member in and to the future profits and income of the Company are limited to those set forth in this Agreement.

Section 3.3 Voting and Management Rights.

(a) No Member, in his, her, or its capacity as such, shall have (i) the right to vote or to participate in the management, operation or control of the business affairs of the Company or to vote to have the Company dissolved and its affairs wound up, except as expressly provided for herein, or (ii) any right, power or authority to transact any business in the name of the Company, to act for or on behalf of the Company or in its name, or to bind the Company.

(b) Except as otherwise expressly provided herein, no action of the Company or the Managers shall require approval by the Members. To the fullest extent permitted by the Massachusetts Act, to the extent that the Massachusetts Act would require a consent or approval by the Members, the consent or approval of the Managers pursuant to the terms of this Agreement shall be sufficient and no consent or approval by the Members shall be required.

(c) Whenever action is required or permitted by this Agreement to be taken by the Members, including any consent or approval thereof, unless otherwise specified herein, such action shall be deemed valid if and only if taken by Member Approval.

(d) Managers shall be elected pursuant to Member Approval, subject to the terms and conditions of Section 5.1(c).

Section 3.4 Liability of Members.

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

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

Section 3.5 Powers of Members.

Except as otherwise expressly provided herein, no Member shall in his or her capacity as a Member take part in the day-to-day management, operation or control of the business and affairs of 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.

Section 3.6 No Right to Division of Assets.

Each Member waives all rights, at law, in equity or otherwise, to require a partition or division into individually owned interests of all or any portion of the assets of the Company.

Section 3.7 Member's Investment.

Each Member hereby represents and warrants to the Company and acknowledges that (a) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto, (b) it is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time and understands that, except in connection with a Permitted Transfer in accordance with the applicable terms of this Agreement, it has no right to withdraw and/or have its Units repurchased by the Company, (c) it has acquired or is acquiring Units in the Company for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof, (d) unless it holds only Incentive Units, it is an "accredited investor" as defined in Rule 501 under the Securities Act, (e) it understands that the Units in the Company have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities laws, or in accordance with an applicable exemption therefrom, and the provisions of this Agreement have been complied with, and (f) the execution, delivery and performance of this Agreement does not require it to obtain any consent or approval that has not been obtained and do not contravene or result in a default under any provision of any existing law or regulation applicable to it, any provision of its charter, by-laws or other governing documents (if applicable) or any agreement or instrument to which it is a party or by which it is bound.

Section 3.8 Rights to Information.

(a) The Board of Managers shall deliver or cause the appropriate officer(s) of the Company to deliver to each Major Investor the following information (which shall be deemed, for the avoidance of doubt, to be Confidential Information subject to the terms and conditions of Section 3.9):

(i) as soon as reasonably practicable, but in no event more than one hundred twenty (120) days after the end of each fiscal year of the Company, a report of the activities of the Company (consolidated with any Company subsidiary) for the preceding fiscal year, including a comparison to the amounts budgeted for such fiscal year and a statement of all fees paid and distributions made to the Members during such fiscal year, and unaudited financial statements for such fiscal year of the Company consisting of a balance sheet, a statement of income and a statement of cash flows, which financial statements shall be prepared in accordance with the books and records of the Company and shall fairly present, in all material respects, the Company's financial position and performance in relation to such fiscal year;

(ii) as soon as reasonably practicable, but in any event within thirty (30) days after the end of each of the first three (3) quarters of each fiscal year of the

Company, unaudited statements of income and of cash flows for such fiscal quarter, and an unaudited balance sheet as of the end of such fiscal quarter (consolidated with any Company subsidiaries);

(iii) as soon as reasonably practicable following approval thereof by the Board of Managers, but in no event later than 30 days prior to the commencement of each fiscal year of the Company, the proposed capital and operating budget of the Company and any Company subsidiary for such fiscal year for such fiscal year; and

(iv) such other information relating to the financial condition, business, prospects, or company affairs of the Company as any Major Investor may from time to time reasonably request; provided, however, that the Company shall not be obligated under this Section 3.8(a)(iv) to provide information (A) that the Company reasonably determines in good faith to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in a form acceptable to the Company); or (B) the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

(b) Each Major Investor shall have the right to visit and inspect any of the properties of the Company or any Company subsidiary, and to discuss the affairs, finances and accounts of the Company or any such subsidiary with the Company's officers, and to review such information, in each case as is reasonably requested pursuant to written notice provided not less than one week in advance, during the Company's normal business hours from time to time as may be reasonably requested not more than once during any six-month period; provided, however, that the Company shall not be obligated under this Section 3.8(b) with respect to (i) any person or entity the Board of Managers reasonably determines is a competitor of the Company; (ii) information which the Board of Managers determines, in consultation with the Company's legal counsel, is attorney-client privileged and should not, therefore, be disclosed or (iii) information that could result in disclosure of a trade secret (unless covered by an enforceable confidentiality agreement, in a form acceptable to the Company) or violation of applicable law, in each case as reasonably determined by the Board of Managers.

(c) Notwithstanding anything to the contrary herein, a Member that holds no Units other than Incentive Units shall not be entitled to be provided any information from or about the Company, other than the information required to be reported on such Member's federal Form K-1 and any equivalent state income tax information forms. Each Member that holds no Units other than Incentive Units acknowledges and agrees that the contents of Schedules A and B are confidential and that the Board of Managers shall be entitled, in its sole discretion, to restrict any such Member's access to some or all of such Schedules. The Members hereby acknowledge that, pursuant to Section 10 of the Massachusetts Act, the rights of a Member holding only Incentive Units to obtain information from the Company shall be limited to only those rights provided for in this Section 3.8(c) and that any other rights provided under Section 10 of the Massachusetts Act shall not be available to the Members holding only Incentive Units or applicable to the Company with respect to such Members.

(d) Any information disclosed to any Member pursuant this Section 3.8 shall be subject to the terms and conditions of Section 15.1. The rights of Members under this Section 3.8 shall terminate and be of no further force or effect upon a Sale of the Company.

Section 3.9 Confidential Information.

(a) The Company and each Member shall not use or disclose to third parties any Confidential Information received from the Company or from any other Member (including, without limitation, the status of such other Member as a Member of the Company) for any purpose other than (i) for the benefit of the Company, as determined in good faith by the Board of Managers, (ii) the use of Confidential Information by a Member in connection with such Member's monitoring or exercising its rights with respect to its investment in the Company, (iii) as required by law, legal process, order of court, government authority or arbitrator or in connection with any legal proceedings to which a Member (or any assignee) and the Company are parties, (iv) to legal counsel and accountants for Members or any assignee, and (v) in connection with the enforcement of this Agreement or rights under this Agreement. Notwithstanding the foregoing, a Member that is an entity holding Series A Investor Units may in addition disclose Confidential Information to (I) any former partners, members or others who retain an economic interest in the Member, (II) any current or prospective partners, members or other equity owners or managers, officers or employees of, or lenders to, the Member or any subsequent partnership, fund or other entity under common investment management with such Member, (III) any management company of the Member or any director, officer, manager or employee thereof, and (IV) any employee, officer or representative of the Member or any of the Persons identified in the foregoing clauses (I) through (III) with a bona fide need to know such information in connection with any purpose permitted in the foregoing clauses (i) through (viii) (each of the Persons identified in the foregoing clauses (I) through (IV), a "Permitted Disclosee"); provided that any Permitted Disclosee to whom confidential information is disclosed shall be subject to confidentiality restrictions substantially similar to the restrictions applicable to the Member hereunder.

(b) The restrictions imposed by this Section 3.9 shall continue to apply to a former Member following the date of becoming a former Member, notwithstanding such Member's withdrawal from the Company or transfer of its Units.

(c) Notwithstanding the foregoing:

(i) the restrictions on disclosure set forth in this Section 3.9 shall not apply to any Confidential Information to the extent that such information can be shown to have been: (A) generally available to the public other than as a result of a breach of the provisions of this Agreement; (B) already in the possession of the receiving Person, without any restriction on disclosure, prior to any disclosure of such information to the receiving Person by or on behalf of the Company or any Member pursuant to the terms of this Agreement or otherwise, as evidenced by written records; (C) lawfully disclosed, without any restriction on additional disclosure, to the receiving Person by a third party who is not known by the receiving party to be subject to confidentiality restrictions; (D) independently developed by the receiving Person without use of any Confidential Information, as evidenced by written records; or (E) required by law or government regulation to be disclosed, provided that, the Member shall notify the Company of

any such disclosure requirement as soon as practicable and reasonably cooperate with the Company (at the Company's cost) if the Company seeks a protective order or other remedy in respect of any such disclosure; and furnish only that portion of the Confidential Information which the Member is legally required to disclose; and

(ii) nothing in this Agreement prohibits, or is intended in any manner to prohibit, a report of a possible violation of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under whistleblower provisions of federal law or regulation. No Person subject to the restrictions set forth in this Section 3.9 shall require the prior authorization of anyone at the Company or the Company's legal counsel to make any such reports or disclosures, and no such Person is required to notify the Company that it has made such reports or disclosures. Additionally, nothing in this Agreement is intended to interfere with or restrain the immunity provided under 18 U.S.C. section 1833(b) for confidential disclosures of trade secrets to government officials, or lawyers, solely for the purpose of reporting or investigating a suspected violation of law; or in a sealed filing in court or other proceeding.

ARTICLE 4. CAPITAL STRUCTURE

Section 4.1 Units.

The Members' share of the profits and losses of the Company and their right to receive distributions of the Company's assets, as well as certain other rights of the Members in the Company (which rights, collectively shall be the equivalent of each such Member's "limited liability company interest" in respect of the Company under the Massachusetts Act), shall be represented by "Units" (each, a "Unit" and, collectively, the "Units"). The Units shall be divided into two categories of Units, designated "Common Units" and "Series A Investor Units," which categories of Units each shall have the respective powers, privileges, preferences and rights, and the qualifications, limitations or restrictions thereon, as set forth in this Agreement. Each of the Common Units and the Series A Investor Units shall be referred to herein as a "class" of Units.

Section 4.2 Authorized Capital.

The total number of Units that the Company shall have the authority to issue is 1,000,000, of which:

(a) 680,000 Units are hereby designated as Common Units; and

(b) 320,000 Units are hereby designated as Series A Investor Units, all of which Series A Investor Units may be issued on or after the Effective Date to the Members in amounts specified on Schedule A, in consideration of the Capital Contributions set forth on Schedule A and pursuant to and in accordance with the terms and conditions of one or more Investor Unit Subscription Agreements, dated on or after the Effective Date, by and among the Company and the Members party thereto (each, an "Series A Investor Unit Subscription Agreement"), *provided that*, the Company shall not issue or sell any Series A Investor Units after December 31, 2018.

(c) If the Company at any time after the Effective Date and prior to December 31, 2018 issues additional Series A Investor Units (other than any Price Adjustment Units) in exchange for a per-Unit Capital Contribution less than the per-Unit Capital Contribution last made in respect of any issuance by the Company of Series A Investor Units, then the Company shall concurrently with such issuance issue to each Member holding Series A Investor Units that number of additional Series A Investor Units (such additional Series A Investor Units at the time of their issuance, the “Price Adjustment Units”) which is required in order for such Member’s aggregate Capital Contribution, on a per-Unit basis taking into account (1) all previously issued Series A Investor Units together with (2) all such Price Adjustment Units, to equal the per-Unit Capital Contribution received by the Company for such issue of the additional Series A Investor Units. The total number of Units and Series A Investor Units authorized for issuance by the Company pursuant to Section 4.2 shall each increase automatically, without further action on the part of the Managers or Members, to the extent required to accommodate the issuance pursuant to this Section 4.2(c) of any Price Adjustment Units which otherwise would not be authorized hereunder. In addition, if the Company issues and sells any Series A Investor Units after the date of this Agreement subject to any terms or conditions that are more favorable to the terms and conditions applicable to the Series A Investor Units purchased by Members as of the date of this Agreement (other than price per Unit), the terms and conditions applicable to such Members’ Units shall automatically be modified and amended to reflect such more favorable terms (taking into account any required ownership thresholds and other contingencies which may need to be met).

(d) Subject to the terms and conditions of this Agreement, the Board of Managers may authorize the Company to create and, for such consideration as the Board of Managers may deem appropriate, issue such Units or additional classes or series of Units, having such designations, preferences and relative, participating or other special rights, powers and duties, as the Board of Managers shall determine, including, without limitation: (i) the right of any such class or series of Units to share in distributions from the Company; (ii) the allocation to any such class or series of Units of items of Company income, gains, losses and deductions; (iii) the rights of any such class or series of Units upon dissolution or liquidation of the Company; and (iv) the right of any such class or series of Units to vote on matters relating to the Company and this Agreement. The Members understand and agree that rights afforded to any additional classes or series of Units (including, without limitation, rights to distributions from the Company) may result in a reduction and/or dilution in the rights of then outstanding Units. The Board of Managers may, subject to Article 8 and Section 15.3 of this Agreement, amend any provision of this Agreement, and authorize any Person to execute, swear to, acknowledge, deliver, file and record, if required, such documents, to the extent necessary or desirable to reflect the admission of any additional Member to the Company or the authorization and issuance of such class or series of Units, and the related rights and preferences thereof.

Section 4.3 Incentive Units.

(a) If the Board of Managers intends that the grant of Common Units to a Person providing services to the Company qualify as a “profits interest” for tax purposes (each such Common Unit, an “Incentive Unit”), the Company and each Member agree to treat such Incentive Units as a separate “profits interest” within the meaning of Rev. Proc. 93-27, 1993-2 C.B. 343 or any future Internal Revenue Service guidance or other authority that supplements or

supersedes the foregoing Revenue Procedure, and it is the intention of the Members that distributions to each Incentive Unit under this Agreement, including pursuant to Article 7 and Article 12, shall be limited to the extent necessary so that the Incentive Units of such Member qualify as a “profits interest” under Rev. Proc. 93-27, and this Agreement shall be interpreted accordingly.

(b) Upon the grant of Incentive Units to a Member in connection with the performance of services by such Member, the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as provided in the definition of Gross Asset Value, and the Company’s Profit and Company’s Loss arising from such adjustment shall be allocated to the existing Members in accordance with the Allocation Exhibit. The foregoing is intended to reflect the intent of the parties hereto that such grant (aside from the portion of the new interest acquired in exchange for any Capital Contribution made by such Member) shall be treated as the issuance of a profits interest for United States federal income tax purposes.

(c) In connection with the issuance of any Incentive Unit, the Board of Managers shall set a threshold dollar amount with respect to such Incentive Unit (each, “Threshold Amount”). The Threshold Amount with respect to each Incentive Unit will be determined by the Board of Managers and will be an amount equal to the value of each Common Unit that is not an Incentive Unit as of the grant of such Incentive Unit, determined based upon the amount of distributions that the holders of such a Common Unit would be entitled to receive in a hypothetical liquidation of the Company on the date of issuance of such Incentive Unit in which the Company sold its assets for their Fair Market Value, satisfied its liabilities (excluding any nonrecourse liabilities to the extent the balance of such liabilities exceeds the Fair Market Value of the assets that secure them) and distributed the net proceeds to the holders of Units in liquidation of the Company. The determination of the Board of Managers of the Threshold Amount shall be final, conclusive and binding on all Members.

(d) In accordance with Rev. Proc. 2001-43, 2001-2 CB 191, the Company shall treat a Member holding Incentive Units as the owner of such Incentive Units from the date they are granted, and shall file its Internal Revenue Service Form 1065, and issue appropriate Schedule K-1s to such Member, allocating to such Member his or her distributive share of all items of income, gain, loss, deduction and credit associated with such Incentive Units as if they were fully vested. Each Member agrees to take into account such distributive share in computing his or her United States federal income tax liability for the entire period during which he or she holds any Incentive Units. The Company and each Member agree not to claim a deduction (as wages, compensation or otherwise) for the fair market value of such Incentive Units issued to a Member, either at the time of grant of the Incentive Units or at the time the Incentive Units become substantially vested. The undertakings contained in this paragraph shall be construed in accordance with Section 4 of Rev. Proc. 2001-43.

(e) The Board of Managers shall have the right to amend this Agreement without the approval of any Member upon publication of final regulations in the Federal Register (or other official pronouncement) to (i) direct and authorize the election of a “safe harbor” under Proposed Treasury Regulation Section 1.83-3(l) (or any similar provision) under which the fair market value of a membership interest that is transferred in connection with the performance of services is treated as being equal to the liquidation value of that interest, (ii) to provide for an

agreement by the Company and all of its Members to comply with all the requirements set forth in such regulations and Notice 2005-43 (and any other guidance provided by the Internal Revenue Service with respect to such election) with respect to all interests transferred in connection with the performance of services while the election remains effective, and (iii) to provide for any other related amendments; provided, in any case that (x) such amendment shall not change the relative economic interest of the Members, reduce any Member's share of distributions, or increase any Member's liability hereunder and (y) the Company shall provide a copy of such amendment to the Members at least ten (10) days prior to the effective date of any such amendment.

(f) Without limitation of any other provision herein, no transfer of any Incentive Units in the Company by a Member, to the extent permitted by this Agreement, shall be effective unless prior to such transfer, the transferee, assignee or intended recipient of such Incentive Units shall have agreed in writing to be bound by the provisions of this Agreement relating to Incentive Units, in form satisfactory to the Board of Managers.

(g) The foregoing provisions relating to the grant of Incentive Units, together with any grant document pursuant to which Incentive Units are issued to a Member in such Person's capacity as an employee or service provider of the Company, are intended to qualify as a compensatory benefit plan within the meaning of Rule 701 of the Securities Act and the issuance of Incentive Units pursuant hereto is intended to qualify for the exemption from registration under the Securities Act provided by Rule 701; provided that the foregoing shall not restrict or limit the Company's ability to issue any Incentive Units pursuant to any other exemption from registration under the Securities Act available to the Company and to designate any such issuance as not being subject to Rule 701.

(h) Incentive Units may be issued subject to vesting, forfeiture and repurchase pursuant to separate agreements, the provisions of which may be determined, altered or waived (unless otherwise specified in such agreements) in the sole discretion of the Board of Managers. Any Person holding a Unit subject to a vesting arrangement, including, without limitation, any Incentive Unit, shall make a timely Code Section 83(b) election in accordance with Treasury Regulation 1.83-2 with respect to each such Unit (to the extent applicable).

(i) Distributions pursuant to Article 7 shall be made with respect to all Incentive Units, whether vested or unvested. Any distributions pursuant to Section 7.3 (excluding, for the avoidance of doubt, Tax Distributions that are treated as advances on distributions pursuant to Section 7.3) with respect to unvested Incentive Units shall be held by the Company until such Incentive Units vest, at which time any such retained distributions shall be released to the holder of such then vested Incentive Units. Any retained distributions pursuant to the foregoing sentence that are forfeited as a result of the forfeiture without vesting of the applicable Incentive Units shall thereafter be distributed under Section 7.3.

ARTICLE 5.
MANAGEMENT OF THE COMPANY

Section 5.1 Managers.

(a) The business of the Company shall be managed by a Board of Managers (the “Board of Managers”) who may exercise all the powers of the Company, except as otherwise provided by law or by this Agreement, and by any committees that the Board of Managers may from time to time establish. Each member of the Board of Managers shall be a “Manager” for all purposes under the Massachusetts Act. Subject to the terms and conditions of this Agreement, at least a majority of the Board of Managers then in office must vote or consent in favor of an action in order to bind the Company with respect to such action. Subject to Section 5.2(b), each individual Manager shall have any right, power or authority to bind the Company, including to the extent such Manager has been designated as an officer of the Company, such Manager acting in his or her capacity as an officer shall have the authority to bind the Company for limited liability company actions under such officer’s control. A Manager shall be held to the same standards of fiduciary duty with respect to the Company to which a director of a corporation organized under the laws of The Commonwealth of Massachusetts is held with respect to such corporation. Any determination of whether a Manager has breached his or her fiduciary duty to the Company shall be made by reference to whether, under Massachusetts law as it then exists, a director of a Massachusetts corporation would be held to have breached his or her fiduciary duty to such corporation under similar facts. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary (but subject to any particular written agreement between the Company and any Manager), it is expressly understood and agreed that a Manager shall not be required to devote his entire time or attention to the business of the Company.

(b) The Board of Managers shall consist of one or more Managers. As of the Effective Date, the authorized number of Managers shall be three. In the event of a vacancy in the Board of Managers, the remaining Managers, except as otherwise provided by law, may exercise the powers of the full Board of Managers until the vacancy is filled, provided that in the event of a vacancy in one of the seats appointed pursuant to Section 5.1(c)(i), Section 5.1(c)(ii) or Section 5.1(c)(iii), such seat may only be filled by a Manager designated by the parties entitled pursuant to such Section to designate a Manager to fill such seat.

(c) From and after the date of this Agreement, each Member shall vote, or cause to be voted, all Units and all other voting securities of the Company presently owned or hereafter acquired by such Member, or over which such Member has voting control, at any meeting of the Members called for the purpose of filling positions on the Board of Managers, or to execute a written consent in lieu of a meeting of the Members, for purpose of filling positions on the Board of Managers and to elect and continue in office as Managers the following:

(i) for so long as Michael Cohen, together with his Affiliates (if any), holds at least 100,000 Units, one individual designated by Michael Cohen, who shall be Michael Cohen unless otherwise agreed in writing by Michael Cohen and Christopher Weld;

(ii) for so long as Christopher Weld, together with his Affiliates (if any), holds at least 100,000 Units, one individual designated by Christopher Weld, who shall be Christopher Weld unless otherwise agreed in writing by Michael Cohen and Christopher Weld; and

(iii) for so long as there remain outstanding no fewer than 100,000 Series A Investor Units, one individual appointed by holders of a majority of then-outstanding Series A Investor Units and reasonably agreeable to the Company.

(d) In the event that the Member or Members that has or have the right to designate a Manager pursuant to clause Section 5.1(c) requests that the Manager so designated by such Member or Members be removed (with or without cause), by written notice to the other holders of Units, then in such case, such Manager shall be removed and each Member hereby agrees to vote all Units, and all other voting securities of the Company over which such Member has voting control, to effect such removal upon such request. Any Manager may be removed by the affirmative vote or written consent of holders of a majority of the Units then outstanding, provided that no Manager specified in either Section 5.1(c)(i), Section 5.1(c)(ii) or Section 5.1(c)(iii) may be removed without the consent of the Members who have the right pursuant to such Section to designate such Manager, so long as such Members hold such right. Each Member agrees not to vote any Units, or any voting securities over which such Member has voting control, to remove any Manager other than in accordance with this Section 5.1(d).

(e) Except as otherwise provided by law or by this Agreement, Managers shall hold office until their successors are elected and duly qualified or until their earlier death, disability, resignation or removal. Any Manager may resign by delivering his written resignation to the Company. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 5.2 Powers and Duties of the Managers.

(a) Subject to the provisions of Section 5.2(b), the Board of Managers shall have and may exercise on behalf of the Company all of its rights, powers, duties and responsibilities under Section 5.1 or as otherwise provided by law or this Agreement:

(i) to manage the business and affairs of the Company and for this purpose to employ, retain or appoint any officers, employees, consultants, agents, brokers, professionals or other Persons in any capacity with the Company for such compensation and on such terms as the Board of Managers deems necessary or desirable and to delegate to such Persons such of its duties and responsibilities as the Board of Managers shall determine, and to remove such Persons or revoke their delegated authority on such terms or under such conditions as the Board of Managers shall determine;

(ii) to merge or consolidate the Company or any Subsidiary with or into any other entity or otherwise effect the sale of the Company and its business;

(iii) to acquire or invest in other entities or businesses;

(iv) to enter into, execute, deliver, acknowledge, make, modify, supplement or amend any documents or instruments in the name of the Company;

(v) to borrow money or otherwise obtain credit and other financial accommodations on behalf of the Company on a secured or unsecured basis and to perform or cause to be performed all of the Company's obligations in respect of its indebtedness or guarantees and any mortgage, lien or security interest securing such indebtedness; and

(vi) subject to the provisions of Section 5.2(b), to issue additional Units or other rights or other interests in the Company and to designate additional classes of interest in the Company as provided herein.

(b) Notwithstanding the foregoing, the Company shall not take the following actions without having first obtained the consent of the Board of Managers, which consent must include the consent of the Managers elected pursuant to Sections 5.1(c)(i) and (ii):

(i) pledge or grant a security interest in any assets of the Company or any Subsidiary, except in the ordinary course of business when all such pledges or grants in the ordinary course of business (excluding pledges or grants provided for in the Operating Plan) do not secure indebtedness of more than \$50,000 in the aggregate;

(ii) issue any Units;

(iii) enter into any agreements, including but not limited to leases, that obligate the Company or any Subsidiary to make aggregate annual payments in excess of \$50,000, unless provided for in the Board-approved operating plan of the Company;

(iv) establish or amend any employee incentive plan or similar equity compensation plan (except as set forth in this Agreement) or grant any equity compensation;

(v) acquire any asset or assets with a value in excess of \$50,000 in a single transaction or a series of related transactions, unless provided for in the Board-approved operating plan of the Company;

(vi) make any loan or advance to any person, including, any employee or manager, except advances and similar expenditures in the ordinary course of business or under the terms of an employee equity compensation plan approved by the Board of Managers;

(vii) incur any aggregate indebtedness in excess of \$50,000 that is not already included in the operating plan of the Company approved by the Board of Managers, other than trade credit incurred in the ordinary course of business;

(viii) change the principal business of the Company, enter new lines of business, or exit the current line of business; or

(ix) enter into any corporate strategic relationship involving the payment, contribution or assignment by the Company or to the Company of assets greater than \$50,000.

Section 5.3 Reliance by Third Parties.

Any Person dealing with the Company, the Managers or any Member may rely upon a certificate signed by all of the Managers as to: (i) the identity of any Managers or Members; (ii) any factual matters relevant to the affairs of the Company; (iii) the Persons who are authorized to execute and deliver any document on behalf of the Company; or (iv) any action taken or omitted by the Company, the Managers or any Member.

Section 5.4 Board Voting Rights; Meetings; Quorum.

(a) Each Manager shall be entitled to one (1) vote with respect to any matter before the Board of Managers or committee thereof. At any meeting of the Board of Managers, the presence of a majority of the total number of Managers then in office shall constitute a quorum.

(b) Regularly scheduled meetings of the Board of Managers may be held at such time, date and place as a majority of the Managers may from time to time determine. Special meetings of the Board of Managers may be called, orally, in writing or by means of electronic communication, by any Manager, designating the time, date and place thereof.

(c) Notice of the time, date and place of all meetings of the Board of Managers shall be given to each Manager by the appropriate officer of the Company or one of the Managers calling the meeting. Notice shall be given to each Manager in person or by telephone, facsimile or electronic mail sent to his business or home address or email address, as applicable, at least twenty-four (24) hours in advance of the meeting, or by written notice mailed to his business or home address at least seventy-two (72) hours in advance of the meeting. The attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting by such Manager, except where a Manager attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because such meeting is not lawfully called or convened. A notice or waiver of notice of a meeting of the Board of Managers need not specify the purposes of the meeting.

Section 5.5 Actions of the Board of Managers.

(a) Except as provided in this Agreement, or required by law, any vote or approval of a majority of the Managers present at any meeting of the Board of Managers at which a quorum is present shall be the act of the Board of Managers.

(b) Any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting if a written consent thereto is signed (including by means of an authorized electronic, stamped or other facsimile signature or email message) by all of the Managers then in office and filed with the records of the meetings of the Board of Managers. Such consent shall be treated as a vote of the Board of Managers for all purposes.

Section 5.6 Reimbursement of Managers.

The Company shall promptly reimburse in full each Manager who is not an employee of the Company or any Subsidiary for all such Manager's reasonable out-of-pocket expenses incurred in connection with attending any meeting of the Board of Managers or a committee thereof or any Board of Managers or committee thereof of any Subsidiary.

Section 5.7 Transactions with Interested Persons.

Unless entered into in bad faith, no contract or transaction between the Company or any Subsidiary and one of its or their Managers, officers or Members or Affiliates of the foregoing, or between the Company or any Subsidiary and any other Person or Affiliates of such Person in which one or more of its or any Subsidiary's Managers, officers or Members have a financial interest or are directors, managers, partners, members, stockholders, officers or employees, shall be voidable solely for this reason or solely because said Member, Manager or officer was present or participated in the authorization of such contract or transaction if (i) the material facts as to the relationship or interest of said Person and as to the contract or transaction were disclosed or known to the Board of Managers and the contract or transaction was authorized by a majority of the votes held by disinterested members of the Board of Managers (if any) or (ii) the contract or transaction was entered into on terms and conditions that were fair and reasonable to the Company as of the time it was authorized, approved or ratified. Subject to compliance with the provisions of this Section 5.7, no Member, Manager or officer interested in such contract or transaction, because of such interest, shall be considered to be in breach of this Agreement or liable to the Company, any other Member, Manager or other Person for any loss or expense incurred by reason of such contract or transaction or shall be accountable for any gain or profit realized from such contract or transaction.

Section 5.8 Limitation of Liability of Managers.

No Manager shall be obligated personally for any debt, obligation or liability of the Company or of any Member, whether arising in contract, tort or otherwise, by reason of being or acting as Manager of the Company. A Manager shall be fully protected in relying in good faith upon the Company's records and upon such information, opinions, reports or statements by any of the Company's Members, Managers, employees, consultants, advisors or agents, or by any other Person as to matters such Manager reasonably believes are within such other Person's professional or expert competence and who has been selected in good faith and with reasonable care by such Manager, including, without limitation, information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company. No Manager shall be personally liable to the Company or its Members for any action undertaken or omitted in good faith reliance upon the provisions of this Agreement unless the acts or omissions of the Manager were not in good faith or involved gross negligence or intentional misconduct. Any Person alleging any act or omission as not taken or omitted in good faith shall have the burden of proving by a preponderance of the evidence the absence of good faith.

Section 5.9 Other Agents.

From time to time, the Board of Managers acting by Manager Approval may appoint agents of the Company (who may be designated as officers of the Company), with such powers and duties as shall be specified by such Manager Approval. Such agents (including those designated as officers) may be removed by Manager Approval.

ARTICLE 6. CAPITAL CONTRIBUTIONS

Section 6.1 Amount and Payment.

(a) As of the Effective Date, the Members holding Common Units have made Capital Contributions in the aggregate amount of \$16,172.84, in exchange for such Common Units, as set forth on Schedule A attached hereto; and the Members holding Series A Investor Units have made Capital Contributions in the aggregate amount of \$[REDACTED], as set forth on Schedule A attached hereto.

(b) With Manager Approval, and pursuant to the terms and subject to the conditions of this Agreement, the Company may accept additional Capital Contributions in connection with the issuance of additional Units, including Series A Investor Units, at a price per Unit to be determined pursuant to Manager Approval at the time of the sale and issuance of Units, up to the total number of authorized Units, to existing Members and in connection with the admission of other Persons as additional Members, in each case pursuant to Article 8.

(c) Any Capital Contributions that the Members have made in exchange for their Units and the number of Units held by each Member shall be set forth on Schedule A, which Schedule shall be updated by the Board of Managers from time to time to reflect changes in the information set forth therein made in accordance with the terms of this Agreement and such Series A Investor Unit Subscription Agreement(s) as may be agreed by the Board of Managers pursuant to Manager Approval from time to time. Schedule A shall be held confidentially by the Board of Managers, and may not be disclosed to any Member other than a holder of Series A Investor Units or a Major Member and, in each case, its Affiliates, without the prior consent of the Board of Managers.

Section 6.2 Interest.

The Members shall not be entitled to receive any interest on any Capital Contribution to the Company.

Section 6.3 Withdrawal.

Except as otherwise specifically provided herein, a Member shall not be entitled to withdraw any Capital Contribution or portion thereof or to receive any Guaranteed Payment or distribution from the Company.

ARTICLE 7.
CAPITAL ACCOUNTS; ALLOCATIONS; DISTRIBUTIONS

Section 7.1 Capital Accounts.

For each Member, the Company shall establish and maintain a separate Capital Account as more fully described in Schedule B.

Section 7.2 Allocations.

Allocations of Profit and Loss, and allocations for tax purposes of items of income, gain, loss, deduction and expense and tax credits, shall be made to and among the Members in accordance with Schedule B attached hereto (the "Allocation Exhibit"). Certain other tax matters, including provisions concerning limited liability company interests that change throughout the Fiscal Year and the allocation of tax items, are also governed by the Allocation Exhibit.

Section 7.3 Distributions.

(a) To the extent allowed by applicable law, the Company may make distributions of Distributable Cash to the Members pursuant to the terms and subject to the conditions of this Agreement, at such times and in such amounts as may be determined by Manager Approval and subject to any limitations applicable to Profits Interests, including applicable Threshold Amounts. Any such distributions shall be made in the following order and priority:

(i) First, to each Member holding Series A Investor Units, an amount in respect of each such Series A Investor Unit equal to the product of (A) (1) the Daily Annual Investor Distribution Rate *multiplied by* (2) the number of calendar days since the later of the Effective Date or the date of the most recent distribution under this Section 7.3(a)(i), *multiplied by* (B) the amount of the Capital Contribution made in respect of such Series A Investor Unit, which distributions under this Section 7.3(a)(i) shall be due and payable each year out of Distributable Cash, if any, on or about January 15th of each calendar year following the Effective Date or, in the event there is insufficient Distributable Cash available on such date to make such distributions under this Section 7.3(a)(i), immediately prior to any distribution under Section 7.3(a)(ii), in each case until such time as the total distributions made in respect of such Series A Investor Unit pursuant to this Section 7.3(a)(i) equals the Capital Contribution made in respect of such Series A Investor Unit, *provided that*, the proceeds of any voluntary or involuntary liquidation, dissolution and winding up of the affairs of the Company or Deemed Liquidation Event shall first be distributed to the Members holding outstanding Series A Investor Units, if any, to the extent of and in proportion to, such Members' Unreturned Capital Amount determined with respect to the outstanding Series A Investor Units then held by each such Member (distributions made pursuant to this Section 7.3(a)(i), "Preferred Distributions"); and

(ii) Second, following the payment of any Preferred Distributions then due and payable, but not already made, pursuant to Section 7.3(a)(i), 100% to the Members in proportion to the number of Units held by each.

(b) Notwithstanding the foregoing, the Company shall make, with respect to each Fiscal Year of the Company, distributions of Distributable Cash, if any, to the Members in an amount equal to the respective Projected Tax Liability of each Member for such tax year, to enable the Members to pay income taxes on Profit allocated to them with respect to such tax year (any such distribution, a “Tax Distribution”). The amount of the Tax Distributions to which a Member otherwise would be entitled with respect to a Fiscal Year shall be reduced dollar-for-dollar by the amount of any other cash distributions received by such Member (or such Member’s predecessor in interest) for such Fiscal Year (other than any distributions received that are Tax Distributions with respect to a prior Fiscal Year). All Tax Distributions made to a Member shall be treated as advances of distributions to be made to that Member (or that Member’s successor in interest) pursuant to Section 7.3 (including pursuant to Section 12.2) of this Agreement, as applicable, and shall reduce such future distributions dollar for dollar. The aggregate amount of Tax Distributions with respect to any Fiscal Year may be reduced, on a pro rata basis, or not made, if and to the extent the Board of Managers determines that the Company has insufficient Distributable Cash to make such Tax Distributions in full.

Section 7.4 Guaranteed Payments

Payments may be paid to Members for services performed for the benefit of the Company by such Members at the time of any regular payment of wages to employees of the Company, in accordance with the Company’s payroll methodology, or at such other times as may be determined by Manager Approval in the sole discretion of the Managers, it being understood that the payments made pursuant to this Section 7.4 shall be treated as “guaranteed payments” within the meaning of Section 707(c) of the Code (the “Guaranteed Payments”).

Section 7.5 Withholding; Tax Documentation.

Notwithstanding anything to the contrary in this Agreement, the Company may withhold from any allocation, distribution or other payment made to any Member any amount required to be withheld under the Code or any other applicable federal, state, local or foreign law. All amounts so withheld with regard to any distribution or payment shall be treated as amounts distributed or paid to such Member. If no distribution or payment is being made to a Member in an amount sufficient to pay the Company’s withholding obligation with respect to such Member, any amount that the Company is obligated to pay shall be deemed an interest-free advance from the Company to such Member, payable by such Member by withholding by the Company from any subsequent distributions or payments to such Member or within ten days after receiving written request for payment from the Company. Each Member agrees to timely complete and deliver to the Managers any form, document or provide such other information reasonably requested by the Company for tax purposes.

ARTICLE 8.
ISSUANCE OF ADDITIONAL UNITS; ADMISSION OF ADDITIONAL MEMBERS

Section 8.1 Additional Issuances; Additional Members.

(a) A Member may purchase or be granted additional Units in the Company or a Person who is not already a Member of the Company may be admitted as a Member of the Company by Manager Approval.

(b) The Capital Contribution (if any) and other terms with respect to such additional Units or such additional Member shall be determined by Manager Approval.

ARTICLE 9.
WITHDRAWAL AND RESIGNATION OF MEMBERS; PURCHASE RIGHTS AMONG MAJOR MEMBERS

Section 9.1 Withdrawal and Resignation.

No Member may withdraw or resign from the Company except (i) in the case of Major Members, pursuant to a purchase of its and all of its Affiliates' Units in accordance with the terms of this Article 9 or (ii) pursuant to Manager Approval. Any Member who attempts to resign or withdraw from the Company in violation of the foregoing provision shall cease to be a Member of the Company and shall forfeit any right to distributions or payments from the Company, including, without limitation, any right to any payment pursuant to Section 32 of the Massachusetts Act.

Section 9.2 Purchase Right in the Event of a Material Disagreement.

In the event there is a material disagreement between the Managers appointed by the Major Members relating to any matter requiring consent of both such Managers, and such material disagreement is not resolved by the dispute resolution process set forth in Section 9.4, each Major Member shall have the right to elect to purchase all of the Units of the other Major Member in accordance with the buy-out procedure set forth in Section 9.3 below. If each of the Major Members elects to purchase all of the Units of the other Major Member, the Major Members shall agree on random, unbiased means (which may include a coin toss) of determining who shall be the Electing Member for purposes of Section 9.3.

Section 9.3 Purchase Price and Process.

(a) The purchase price for Units of a Major Member purchased pursuant to Section 9.2 (the "Buyout Purchase Price") shall be equal to the amount that would be distributed to the selling Major Member if the assets and business of the Company were sold at fair market value and the Company were dissolved immediately prior to sale. Fair market value of the Company's assets and business shall be determined by mutual agreement of the Members (including pursuant to the engagement of such independent third-party valuation firm as the Major Members may mutually agree upon), with such agreement to take place within thirty days after the date (the "Election Date") on which a Major Member (the "Non-Electing Major Member") has received an election to acquire all of its Units from the other Major Member (the

“Electing Major Member”) under Section 9.2. If the Major Members are able to agree with respect to fair market value within thirty days after the Election Date, the purchase and sale of the applicable Units shall take place on the date that is sixty days after the Election Date, or the next Business Day if such date is not a Business Day.

(b) In the event that the Major Members cannot agree on the fair market value of the Company’s assets and business within thirty days after the Election Date, the Electing Major Member shall have the right to serve notice to the Non-Electing Major Member (the “Value Notice”) setting forth the Electing Major Member’s determination as to the fair market value of the Company’s assets and business and each Major Member’s respective share thereof, providing a Buyout Purchase Price for each Major Member’s Units. If the Non-Electing Major Member does not receive the Value Notice within thirty days after the Election Date, the Company shall dissolve in accordance with the terms of this Agreement.

(c) If the Non-Electing Major Member receives the Value Notice within thirty days after the Election Date, the Non-Electing Major Member shall have the right either (i) to sell all of its Units at the Buyout Purchase Price for such Units contained in the Value Notice or (ii) to purchase all of the Electing Major Member’s Units for the applicable Buyout Purchase Price for such Units contained in the Value Notice. To exercise this purchase right, the Non-Electing Major Member must send a written notice to the Electing Major Member within fifteen days after the Non-Electing Major Member’s receipt of the Value Notice. If the Non-Electing Major Member exercises its purchase right within the required time period, the purchase and sale of the applicable Units shall take place on the date that is forty-five days after the Non-Electing Major Member’s receipt of the Value Notice, or the next Business Day if such date is not a Business Day. If the Non-Electing Major Member does not exercise its purchase right within the required time period, the Electing Major Member shall purchase all of the Units of the Non-Electing Major Member on the date that is thirty days after the Non-Electing Major Member’s receipt of the Value Notice, or the next Business Day if such date is not a Business Day.

(d) Any purchase of Units pursuant to this Article 9 shall be evidenced by such assignments, instruments of conveyance, bills of sale or other transfer documents as either of the Major Members may reasonably request. The aggregate Buyout Purchase Price shall be paid on the date specified for such purchase in this Article 9 by delivery of a promissory note in the amount of such aggregate Buyout Purchase Price. The promissory note shall be secured by a security interest in all Units held by the purchasing Major Member, with such security interest to be granted pursuant to documents reasonably satisfactory to the selling Major Member. The principal amount of such promissory note shall bear interest, payable annually, at the lowest rate per annum then required by the Code in order to avoid the imputation of interest, and shall be payable in not more than three equal annual installments. Each note shall provide as follows: that the maker shall have the right to prepay the principal or any portion thereof at any time or times without premium or penalty; that upon default for thirty days in any payment of principal or interest, or in the event of bankruptcy or insolvency of the maker, or if the maker shall make any assignment for the benefit of creditors, the entire balance of principal and interest then remaining unpaid on the note shall become due and payable forthwith at the option of the holder of the note; and that presentment, protest and notice of protest shall be waived.

(e) Notwithstanding any other provision of this Article 9, any purchaser of Units under this Article 9 shall, as a condition to such purchase, (i) assume all of the liabilities, obligations and/or guarantees of the selling Major Member which relate to the business of the Company, (ii) indemnify the selling Major Member for the liabilities, obligations and guarantees so assumed and (iii) obtain the release of all guarantees, letters of credit and documents granting security interests in the Units which the selling Major Member shall have provided in connection with the Company or its business. Such assumption, indemnification and release shall be evidenced by instruments and other documents reasonably satisfactory, in form and substance, to the selling Major Member.

(f) Upon the effectiveness of a purchase pursuant to this Article 9, (i) the selling Major Member shall be deemed to have withdrawn and resigned from the Company and shall cease to be a Member of the Company, (ii) the selling Major Member's Capital Account shall be re-allocated to the purchasing Major Member, (iii) any Managers appointed solely by the selling Major Member shall be deemed to have resigned as Managers as of such date and (iv) the purchasing Major Member shall be deemed substituted for the selling Major Member for the purposes of the appointment of Managers pursuant to Section 5.1(c)(i) or Section 5.1(c)(ii), as applicable.

(g) If the purchase of Units under this Article 9 is not completed by reason of the failure of either Major Member to comply with the terms of this Article 9, then (i) the complying Major Member shall be entitled to specific performance of the purchase and (ii) if the selling Major Member is the non-complying Major Member, upon compliance by the purchasing Major Member with the terms of this Article 9, including the payment of the aggregate Buyout Purchase Price in accordance with Section 9.3, the purchasing Major Member shall be entitled to treat itself for all purposes as, and thereafter shall be, the owner of the Units which were to be purchased under this Article 9.

Section 9.4 Dispute Resolution between Major Members.

The Major Members will attempt in good faith to resolve any controversy or claim between them and arising out of or relating to this Agreement promptly by negotiations between such Major Members. Should the dispute not be resolved through the aforementioned process, the Major Members agree first to try in good faith to settle the dispute (other than disputes with respect to the fair market value of the Company's assets and business under Article 9) by non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Rules. If the matter has not been resolved within thirty days of submission to non-binding mediation, either Major Member may initiate buy/sell procedures to the extent permitted by Section 9.2 above.

ARTICLE 10. DURATION OF THE COMPANY

Section 10.1 Duration.

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

(a) Written Manager Approval and written approval of Members holding a majority of then-outstanding Common Units and a majority of the then-outstanding Series A Investor Units with respect to such dissolution and winding up.

(b) The death, incapacitation, retirement, resignation, expulsion, or bankruptcy of all of the Members or the occurrence of any event which terminates the continued membership of all of the Members in the Company.

(c) The entry of a decree of judicial dissolution under Section 44 of the Massachusetts Act.

ARTICLE 11.
RESTRICTIONS ON TRANSFER; RIGHT OF FIRST REFUSAL; RIGHT OF CO-SALE; DRAG-ALONG RIGHTS; AND PRE-EMPTIVE RIGHTS

Section 11.1 Prohibited Transfers.

(a) Except as otherwise specifically provided herein, no Member shall, directly or indirectly, sell, exchange, transfer (by gift or otherwise), assign, distribute, pledge, create a security interest, lien or trust with respect to, or otherwise dispose of or encumber any Units owned by such Member or any interest in or option on or based on the value of the Units (any of the foregoing being referred to as a “Transfer”) without first complying with the terms of this ARTICLE XI. Any purported Transfer of Units in violation of the provisions of this ARTICLE XI shall be void and of no force and effect whatsoever, and the Company shall not record any such event on its books or treat any such transferee as the owner of such Units for any purpose. Any Transfer permitted by this Agreement shall be termed a “Permitted Transfer” and the transferee of any Permitted Transfer shall be termed a “Permitted Transferee.”

(b) Notwithstanding anything herein to the contrary, the following Transfers shall be limited only by Section 11.2: (i) a Transfer by any Member to the spouse, children or siblings (and siblings’ children) of such Member (or to the beneficial owners of such Member, if such Member is not a natural person) or to a trust, family limited partnership, family limited liability company or similar family entity for the benefit of any of them; (ii) a Transfer upon the death of any Member, to such Member’s heirs, executors or administrators or to a trust under such Member’s will, or between such Member and such Member’s guardian or conservator; (iii) with respect to any Member that is not a natural person, a Transfer to another Person that is a general or limited partner, retired partner, member, retired member, stockholder or Affiliate of such Member; or (iv) a Transfer by a Member exercising such Member’s rights under Section 11.4.

Section 11.2 Effective Date and Requirements of Transfer.

(a) Any valid Transfer of a Member’s Units, or part thereof, pursuant to the provisions of this Agreement, shall be effective as of the close of business on the day in which such Transfer occurs (including fulfillment of all conditions and requirements with respect thereto). The Company shall, from the effective date of such Transfer, thereafter make all further distributions, on account of the Units (or part thereof) so assigned to the Permitted Transferee of such interest, or part thereof.

(b) Every Transfer permitted hereunder shall be subject to the following requirements (in addition to any other requirements contained in this Agreement):

(i) If not already a Member, the transferee shall execute a counterpart to this Agreement thereby agreeing to be bound by all the terms and conditions of this Agreement;

(ii) The transferee shall establish that the proposed Transfer will not cause or result in any violation of law, including without limitation, federal or state securities laws, and that the proposed Transfer would not cause or require (A) the Company to be an investment company as defined in the Investment Company Act of 1940, as amended or (B) the registration of the Company's securities under federal securities laws;

(iii) The transferee shall establish to the satisfaction of the Board of Managers that the proposed Transfer would not adversely affect the classification of the Company as a partnership for U.S. federal or any applicable state or local income tax purposes or cause the Company to be treated as a publicly traded partnership under the Code, unless agreed to in writing by Manager Approval;

(iv) The transferee shall not be any entity which, in the determination of the Board of Managers, is a competitor of the Company; and

(v) The transferee shall not be any customer, distributor or supplier of the Company, if the Board of Managers should reasonably determine that such Transfer would result in such customer, distributor or supplier receiving information that would place the Company at a competitive disadvantage with respect to such customer, distributor or supplier.

(c) Any Transfer that the Board of Managers reasonably determines may have a consequence described in Section 11.2(b) shall not be permitted.

(d) Provided that the Board of Managers has reasonably determined that the proposed Transfer will not have a consequence described in Section 11.2(b), any Permitted Transferee who is not admitted as a Member shall be treated as an Assignee hereunder. Permitted Transferees of Units who are not admitted as Members ("Assignees") shall be entitled to distributions and allocations made with respect to the Units Transferred, and an appropriate portion of the Capital Account of the transferor, but shall have no other rights under this Agreement except as specifically set forth herein.

Section 11.3 Right of First Refusal.

(a) If a Member (a "Transferring Member") proposes to Transfer any Units of the Company other than pursuant to a Transfer permitted under Section 11.1(b), the Transferring Member shall promptly give written notice (the "Transfer Notice") of such proposed Transfer to the Company and to the Major Investors other than such Transferring Member (such Major Investors, the "Designated Members"). The Transfer Notice shall describe in reasonable detail the proposed Transfer, including, without limitation, the number and class of Units to be Transferred (the "Transfer Units"), the nature of such Transfer, the cash consideration to be paid per Transfer Unit (which shall be the sole form of consideration) (the "Transfer Purchase Price Per Unit"), the name and address of each prospective purchaser or transferee (each, a "Proposed

Transferee”), and the number of Transfer Units to be Transferred to each Proposed Transferee. The Transferring Member shall enclose with the Transfer Notice a copy of a written offer, letter of intent or other written document signed by the Proposed Transferee(s) setting forth the proposed terms and conditions of the Transfer.

(b) For a period of fifteen (15) days following the date (the “Transfer Notice Date”) on which the Transfer Notice is given by the Transferring Member to the Company and each Designated Member (the “Company Acceptance Period”), the Company shall have the right to purchase all or any portion of the Transfer Units on the same terms and conditions as set forth in the Transfer Notice. If the Company desires to exercise its right to purchase all or any portion of the Transfer Units, it shall give written notice (the “Company Purchase Notice”) to the Transferring Member, no later than the expiration of the Company Acceptance Period.

(c) If the Company does not intend to exercise its right to purchase all of the Transfer Units that are offered by a Transferring Member, the Company must deliver a notice (the “Company Notice”) to the Transferring Member and to each Designated Member, informing them of its decision not to purchase all of the Transfer Units that are offered by such Transferring Member, no later than the expiration of the Company Acceptance Period. For a period of fifteen (15) days following the date (the “Company Notice Date”) on which the Company Notice is given by the Company to each Designated Member (the “Member Acceptance Period”), each Designated Member shall have the right to purchase its pro rata share of the Transfer Units not purchased by the Company (the “Remaining Transfer Units”) on the same terms and conditions as set forth in the Transfer Notice. If a Designated Member desires to exercise its right to purchase all or any portion of its pro rata share of the Remaining Transfer Units, it shall give written notice (the “Member Purchase Notice”) to the Transferring Member, with a copy to the Company, no later than the expiration of the Member Acceptance Period. Each Designated Member’s pro rata share of the Remaining Transfer Units shall be equal to a fraction, the *numerator* of which is the number of Units owned by such Designated Member on the Transfer Notice Date and the *denominator* of which is the total number of outstanding Units owned by all of the Designated Members on the Transfer Notice Date.

(d) Each Designated Member may, in such Designated Member’s Purchase Notice, offer to purchase more than such Designated Member’s pro rata share of the Remaining Transfer Units (any such Designated Member, an “Oversubscribing Member”) at the Transfer Purchase Price Per Unit. If less than all of the Designated Members elect to purchase their pro rata share of the Remaining Transfer Units (the “Unsubscribed Units”), the right to purchase the Unsubscribed Units shall be allocated pro rata among the Oversubscribing Members (based on the number of outstanding Units owned by each Oversubscribing Member) up to the number of Remaining Transfer Units specified in such Oversubscribing Member’s Purchase Notice or on such other basis as such Oversubscribing Members may agree.

(e) If the Company and the Designated Members elect to purchase all or any portion of the Transfer Units, the Transferring Member shall, promptly following the expiration of the Member Acceptance Period, give written notice (the “Closing Notice”) to the Company and each Designated Member that has elected to purchase Transfer Units (such Designated Members, the “ROFR Purchasers”). The Closing Notice shall set forth (i) a date of closing, which date shall not be earlier than five (5) days and not later than fifteen (15) days following the

date on which the Closing Notice is given, (ii) the number of Transfer Units to be purchased by the Company and each ROFR Purchaser, and (iii) the total purchase price payable by the Company and each ROFR Purchaser (which, with respect to a Person, shall be equal to product of the number of Transfer Units that such Person has elected to purchase (including any Unsubscribed Units) and the Transfer Purchase Price Per Unit). At the closing, the Company and each ROFR Purchaser shall purchase the Transfer Units (including any Unsubscribed Units) that the Company or such ROFR Purchaser has elected to purchase by wire transfer of immediately available funds to an account designated by the Transferring Member against delivery of satisfactory evidence from the Company and the Transferring Member of the Transfer of the Transfer Units to the Company or such ROFR Purchaser in accordance with the provisions of this Agreement; provided, however, neither the Company nor any ROFR Purchaser shall have any liability to purchase or pay for more than the number of Transfer Units it has elected to purchase pursuant to these provisions. The Company and the ROFR Purchasers may request waivers of any liens on, and evidence of good title to, the Transfer Units.

(f) The rights of first refusal of any Member under this Section 11.3 may be assigned by a Member to an assignee that (i) is a subsidiary, parent, general partner, limited partner, retired partner, member or retired member of a Member that is a corporation, partnership or limited liability company, (ii) is a Member's family member or trust for the benefit of an individual Member, or (iii) is an Affiliate of such Member.

Section 11.4 Right of Co-Sale.

(a) If the Company and the Designated Members do not purchase all of the Transfer Units pursuant to Section 11.3, the Transferring Member, within five (5) days after the expiration of the Member Acceptance Period, shall deliver to each Designated Member, with a copy to the Company, a written notice (the "Co-Sale Notice") that each such Designated Member shall have the right (the "Co-Sale Right"), in accordance with the terms and conditions set forth in this Agreement, to participate with the Transferring Member in the Transfer of the Transfer Units not purchased by the Company and the Designated Members pursuant to the provisions of Section 11.3 hereof (the "Available Units") for an amount of consideration in respect of each such Designated Member's Units equal to the Transfer Purchase Price Per Unit (the "Co-Sale Purchase Price") on the terms and conditions set forth in the Transfer Notice described above and in accordance with this Section 11.4. The Co-Sale Notice shall set forth the date of closing of the proposed sale of the Available Units by the Transferring Member to the Proposed Transferee, which date shall not be earlier than ten (10) days and not later than fifteen (15) days following the date on which the Co-Sale Notice is given. To the extent one or more of the Designated Members exercise their Co-Sale Right, the number of Available Units that the Transferring Member may sell to the Proposed Transferee shall be correspondingly reduced.

(b) If a Designated Member desires to exercise its Co-Sale Right, such Designated Member shall give written notice (the "Inclusion Notice") to the Transferring Member, with a copy to the Company, within five (5) days after the Co-Sale Notice is given (the "Co-Sale Election Period"). The Inclusion Notice shall indicate the number of Units such Designated Member wishes to sell under its Co-Sale Right up to the number of Available Units. The maximum number of Units that each Designated Member may sell under its Co-Sale Right shall be equal to the product obtained by multiplying (i) the aggregate number of Available Units

covered by the Co-Sale Notice by (ii) a fraction, the numerator of which is the number of outstanding Units owned by such Designated Member on the Transfer Notice Date and the denominator of which is the total number of outstanding Units owned by the Transferring Member and all Designated Members on the Transfer Notice Date (such Units with respect to each Designated Member, the “Co-Sale Right Units”). Any Designated Member that is covered by an Inclusion Notice delivered by a Designated Member to the Transferring Member, with a copy to the Company, within the Co-Sale Election Period is referred to hereinafter as a “Co-Sale Participant.”

(c) At the closing of the sale of Available Units by the Transferring Member to the Proposed Transferee, each Co-Sale Participant shall deliver to the Proposed Transferee satisfactory evidence from the Company and such Co-Sale Participant in accordance with the provisions of this Agreement of the number of Co-Sale Right Units which such Co-Sale Participant has elected to sell. Upon receipt of such evidence, and concurrently with the purchase of Available Units from the Transferring Member, the Proposed Transferee shall remit to each Co-Sale Participant, by wire transfer of immediately available funds (or other means acceptable to such Co-Sale Participant), the Co-Sale Purchase Price with respect to the Co-Sale Right Units. Each Member shall be entitled to the same form of consideration, payment terms and security in connection with any transaction effected in accordance with this Section 11.4. To the extent that any Proposed Transferee refuses to purchase Co-Sale Right Units from a Co-Sale Participant, the Transferring Member shall not sell to such Proposed Transferee any Available Units unless and until, simultaneously with such sale, such Transferring Member purchases the Co-Sale Right Units from the Co-Sale Participant in accordance with this Section 11.4.

(d) In the event that no Designated Member exercises its Co-Sale Right, then the Transferring Member may Transfer all of the Available Units to the Proposed Transferee on the terms and conditions set forth in the Transfer Notice. Any proposed Transfer that is not completed within forty-five (45) days of the expiration of the Member Acceptance Period or that would be on terms and conditions more favorable to the Proposed Transferee than those described in the Transfer Notice shall again be subject to the rights of first refusal and co-sale described herein and shall again require compliance by a Transferring Member with the procedures described herein in connection therewith.

(e) Neither the Transfer of Available Units by the Transferring Member nor the Transfer of Co-Sale Right Units by a Designated Member shall be effective unless, contemporaneously with such Transfer, the Proposed Transferee executes a counterpart to this Agreement, thereby agreeing to be bound all the terms and conditions of this Agreement.

(f) The covenants set forth in Section 11.3 and this Section 11.4 shall terminate and be of no further force or effect upon a Sale of the Company.

Section 11.5 Effect of Failure to Comply.

(a) Transfer Void; Equitable Relief. Any Transfer not made in compliance with the requirements of this Agreement shall be null and void ab initio, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. Each party hereto acknowledges and agrees that any breach of this Agreement would result in

substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Transfer Units not made in strict compliance with this Agreement).

(b) Violation of First Refusal Right. If any Transferring Member becomes obligated to sell any Transfer Units to the Company or any Designated Member under this Agreement and fails to deliver such Transfer Units in accordance with the terms of this Agreement, the Company and/or such Designated Member may, at its option, in addition to all other remedies it may have, send to such Transferring Member the purchase price for such Transfer Units as is herein specified and transfer to the name of the Company or such Designated Member (or request that the Company effect such transfer in the name of the Designated Member) on the Company's books the Transfer Units to be sold.

(c) Violation of Co-Sale Right. If any Transferring Member purports to sell any Transfer Units in contravention of the Co-Sale Right (a "Prohibited Transfer"), each Designated Member who desires to exercise its Co-Sale Right under Section 11.4 may, in addition to such remedies as may be available by law, in equity or hereunder, require such Transferring Member to purchase from such Designated Member the type and number of Units that such Designated Member would have been entitled to sell to the Proposed Transferee under Section 11.4 had the Prohibited Transfer been effected pursuant to and in compliance with the terms of Section 11.4. The sale will be made on the same terms and subject to the same conditions as would have applied had the Transferring Member not made the Prohibited Transfer, except that the sale (including, without limitation, the delivery of the purchase price) must be made within ninety (90) days after the Designated Member learns of the Prohibited Transfer, as opposed to the timeframe proscribed in Section 11.4. Such Transferring Member shall also reimburse each Designated Member for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Designated Member's rights under Section 11.4.

Section 11.6 Drag-Along Right.

(a) Drag-Along Right.

(i) Definitions. A "Sale of the Company" shall mean either: (a) a transaction or series of related transactions in which a Person, or a group of related Persons, acquires from the Members Units representing more than fifty percent (50%) of the total outstanding voting power of all outstanding Units of the Company (a "Unit Sale" and the Members proposing any Unit Sale, collectively, the "Selling Members"); or (b) a transaction that qualifies as a Deemed Liquidation Event.

(ii) Actions to be Taken. In the event that (A) the Major Members, (B) the Board of Managers, and (C) the Investor Majority each approve a Sale of the Company in writing, specifying that this Section 11.6(a) shall apply to such transaction (such Sale of the Company, an "Approved Sale"), then each Member hereby agrees:

(A) if such Approved Sale and/or any related transaction requires Member approval, with respect to all Units that such Member owns or over which such Member otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all such Units in favor of the approval of, and adopt, such Approved Sale and such related transaction(s) (together with any related amendment to this Agreement required in order to implement such Sale of the Company) and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such Sale of the Company;

(B) if such Approved Sale is a Unit Sale, to sell the same proportion of Units beneficially held by such Member as is being sold by the Selling Members to the Person to whom the Selling Members propose to sell their Units in such Approved Sale, and, except as permitted in clause (vi) below, on the same terms and conditions as the Selling Members;

(C) to execute and deliver all related documentation and take such other action in support of such Approved Sale as shall reasonably be requested by the Company or the Selling Members in order to carry out the terms and provision of this Section 11.6(a), including without limitation executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, and any similar or related documents (other than any non-competition agreement or covenant that would bind the Member or its Affiliates after consummation of the Approved Sale);

(D) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Units owned by such party or Affiliate in a voting trust or subject any Units to any arrangement or agreement with respect to the voting of such Units, unless specifically requested to do so by the acquirer in connection with such Approved Sale;

(E) to refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Approved Sale; and

(F) if the consideration to be paid in exchange for the Units pursuant to such Approved Sale under this Section 11.6(a) includes any securities and due receipt thereof by any Member would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities or (y) the provision to any Member of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act, the Company may cause to be paid to any such Member in lieu thereof, against surrender of the Units which would have otherwise been sold by such Member, an amount in cash equal to the fair value (as determined in good faith by the Company) of the securities which such Member would otherwise receive as of the date of the issuance of such securities in exchange for the Units.

(iii) In the event of an Approved Sale, the Company shall give written notice to each Member (the "Approved Sale Notice"). The Approved Sale Notice shall set forth

(A) the name and address of the proposed acquirer in the Approved Sale (the “Proposed Acquirer”), (B) the terms and conditions of the Approved Sale, including the price and consideration to be paid by the Proposed Acquirer and the terms and conditions of payment, (C) any other material facts relating to the Approved Sale, and (D) the anticipated date and location of the closing of the Approved Sale. Unless prohibited by contract, the Company shall enclose with the Approved Sale Notice a copy of any term sheet, letter of intent, agreement or other written document with respect to the terms and conditions of the Approved Sale. Subject to the conditions and limitations set forth in this Agreement, each Member will take all actions deemed necessary or appropriate by the Board of Managers and the Selling Members in connection with the Approved Sale.

(iv) Exceptions. Notwithstanding the foregoing, a Member will not be required to comply with Section 11.6(a)(ii) above in connection with any Approved Sale unless:

(A) any representations, warranties, covenants, indemnities and agreements made by such Member shall be made by such Member severally, and not jointly, and such representations and warranties shall be limited to those related to authority, ownership and the ability to convey title to each such Member’s Units, including but not limited to representations and warranties that (A) such Member holds all right, title and interest in and to the Units such Member purports to hold, free and clear of all liens and encumbrances, (B) the obligations of such Member in connection with the Approved Sale have been duly authorized, if applicable, (C) the documents to be entered into by such Member have been duly executed by such Member and delivered to the Proposed Acquirer and are enforceable against such Member in accordance with their respective terms and (D) neither the execution and delivery of documents to be entered into by such Member in connection with the Approved Sale, nor the performance of such Member’s obligations thereunder, will cause a breach or violation by such Member of the terms of any agreement, law or judgment, order or decree of any court or governmental agency;

(B) such Member shall not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the Approved Sale, other than for the inaccuracy of any representation or warranty made by the Company in connection with the Approved Sale (and except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Member of any of identical representations, warranties and covenants provided by all Members);

(C) the liability for indemnification, if any, of such Member in the Approved Sale and for the inaccuracy of any representations and warranties made by the Company in connection with such Approved Sale, is several and not joint with any other Person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Member of any of identical representations, warranties and covenants provided by all Members), and is pro rata in proportion to the amount of consideration paid to such Member in connection with such Approved Sale;

(D) liability shall be limited to such Member's pro rata share (determined based on the respective proceeds payable to each Member in connection with such Approved Sale in accordance with the provisions of this Agreement) of a negotiated aggregate indemnification amount that applies equally to all Members but that in no event exceeds the amount of consideration actually paid and/or payable to such Member in connection with such Approved Sale, except with respect to claims related to fraud by such Member, the liability for which need not be limited as to such Member;

(E) upon the consummation of the Approved Sale: (A) except as provided in Section 11.6(a)(ii)(F), each holder of each class or series of Units will receive the same form of consideration for their Units of such class or series as is received by other holders in respect of their Units of such same class or series of Units;

(F) except as provided in Section 11.6(a)(ii)(F), the aggregate consideration receivable by all holders of the Series A Preferred Units, Series Seed Preferred Units, Common Units and Incentive Units shall be allocated among such holders of each respective series of Units in accordance with Section 7.3(a) above; and

(G) as part of the Approved Sale, there is no requirement to enter into a non-competition agreement or covenant binding any Investor or its Affiliates following the consummation of the Approved Sale.

(v) Irrevocable Proxy and Power of Attorney. As security for the performance of the obligations of each Member under this Section 11.6 in connection with an Approved Sale, after the requisite approval of such Approved Sale has been obtained pursuant to Section 11.6 above, each Member hereby grants to the Company, with full power of substitution and resubstitution, an irrevocable proxy to vote all Units then held by such Member at all meetings of the Members held or taken after the date of this Agreement with respect to an Approved Sale or to execute any written consent in lieu thereof, and hereby irrevocably appoints the Company, with full power of substitution and resubstitution, as such Member's attorney-in-fact with authority to sign any documents with respect to any such vote or any actions by written consent of the Members taken after the date of this Agreement with respect to such Approved Sale consistent with the provisions of this Section 11.6. This proxy shall be deemed to be coupled with an interest and shall be irrevocable. This proxy shall terminate upon the consummation of, or termination of, negotiations with respect to, the applicable Approve Sale.

Section 11.7 Preemptive Rights.

(a) Subject to the terms and conditions of this Section 11.7, the Company hereby grants to each Major Investor who is then an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act (any such Member, a "Qualified Member") a right to purchase for cash a portion of the New Securities that the Company may, from time to time, propose to sell and issue after the date hereof. If the Company proposes to issue any New Securities, it shall first have received a bona fide, arms' length written offer to purchase such New Securities from one or more Persons (each, a "Prospective Purchaser"). The Company shall offer to sell to each Qualified Member its pro rata share of the New Securities in accordance with the procedure set forth below.

(b) The Company shall give each Qualified Member a written notice (the “Offer Notice”), which shall describe (i) the number of New Securities for which the Company has received a bona fide, arms’ length written offer and the name(s) of the Prospective Purchaser(s) and (ii) the price and a summary of the terms and conditions upon which the Prospective Purchaser(s) have offered to purchase such New Securities. The Offer Notice shall be accompanied by a copy of the written offer, letter of intent or other written document signed by the Prospective Purchaser(s) setting forth the proposed terms and conditions of the sale. The date on which the Company gives the Offer Notice is hereinafter referred to as the “Notice Date.”

(c) For a period of twenty (20) days following the Notice Date (the “Offer Acceptance Period”), each Qualified Member shall have the right to purchase (the “Purchase Right”), at the price and on the terms and conditions stated in the Offer Notice, up to such Qualified Member’s pro rata share of the New Securities. Any Qualified Member that desires to exercise its Purchase Right shall give written notice (the “Offer Acceptance Notice”) to the Company within the Offer Acceptance Period. The Offer Acceptance Notice shall state that such Qualified Member desires to exercise its Purchase Right and the number of New Securities that such Qualified Member elects to purchase upon exercise of such Purchase Right up to such Qualified Member’s full pro rata share. Failure by a Qualified Member to give the Offer Acceptance Notice within the Offer Acceptance Period shall be deemed, without any further action by the Company or the Qualified Member, the irrevocable waiver of such Qualified Member’s Purchase Right with respect to the New Securities set forth in the Offer Notice and any other securities issuable, directly or indirectly, upon conversion, exercise or exchange of such New Securities. For purposes of this Section 11.7, a Qualified Member’s pro rata share of the New Securities shall equal to the number of New Securities multiplied by the quotient of (x) the number of outstanding Units then held by such Qualified Member plus divided by (y) the total number of Units then outstanding.

(d) Each Qualified Member may, in such Qualified Member’s Offer Acceptance Notice, offer to purchase more than its pro rata share of the New Securities. If less than all of the Qualified Members elect to purchase their pro rata share of the New Securities (the “Unsubscribed New Securities”), the Unsubscribed New Securities shall be allocated pro rata (based on the number of outstanding Units owned by each Qualified Member that offers to oversubscribe) among the Qualified Members that offer to oversubscribe up to the number of New Securities specified in such Qualified Member’s Acceptance Notice or on such other basis as such Qualified Members may agree.

(e) Following the expiration of the Offer Acceptance Period, the Company shall be entitled, during the period of sixty (60) days following the expiration of the Offer Acceptance Period (the “Unrestricted Period”), to sell to the Prospective Purchaser(s) up to the full amount of the New Securities set forth in the Offer Notice on the terms set forth in the Offer Notice, less the number of New Securities, if any, which the Qualified Members have elected to purchase upon exercise of their Purchase Rights in accordance with this Section 11.7 (the “Remainder Securities”). The Company shall give five (5) days’ prior written notice to each Qualified Member that has elected to purchase New Securities of any such sale to a Prospective Purchaser, which sale shall be at the price and upon terms and conditions no more favorable to the Prospective Purchaser(s) than those described in the Offer Notice. At and upon the closing

of the sale of such Remainder Securities to such Prospective Purchaser(s), which shall include full payment to the Company, the Qualified Members shall purchase from the Company, and the Company shall sell to the Qualified Members, the New Securities elected to be purchased pursuant to this Section 11.7 on the terms specified in the Offer Notice.

(f) If the Company does not complete the sale of the Remainder Securities to the Prospective Purchaser(s) within the Unrestricted Period, the Purchase Right provided hereunder shall be deemed to be revived and such Remainder Securities shall not be sold unless the Company shall comply with this Section 11.7 as if the Prospective Purchaser(s) had made a new offer to purchase such New Securities. In the event that the closing of the sale of all of the Remainder Securities to the Prospective Purchaser(s) does not occur during the Restricted Period, each Qualified Member shall have the right, but not the obligation, to purchase the New Securities, if any, such Qualified Member elected to purchase pursuant to this Section 11.7.

(g) The rights of the Qualified Members to purchase New Securities under this Section 11.7 may be modified or waived by the Board of Managers with the consent of the Investor Majority.

(h) The covenants set forth in this Section 11.7 shall terminate and be of no further force or effect upon a Sale of the Company.

Section 11.8 Substitution of Members. A transferee of a Unit shall have the right to become a substitute Member only with the consent of the Board of Managers; except that, notwithstanding the foregoing, a Permitted Transferee to whom Units are Transferred by a Member shall, upon the effectiveness of such Transfer in accordance with the terms of this Agreement, be automatically admitted as a substitute Member with respect to the Units so Transferred. The admission of a substitute Member shall not result in the release of the Member who assigned the Unit from any liability that such Member may have to the Company.

ARTICLE 12. LIQUIDATION OF THE COMPANY

Section 12.1 General.

(a) Upon the dissolution of the Company, the Company shall be liquidated in an orderly manner in accordance with this Article and the Massachusetts Act. The liquidation shall be conducted and supervised by the Managers or, if none, by the Members, or, if none, by the personal representative (or its nominee or designee) of the last remaining Member (the Managers, Members or such other Person, as applicable, being referred to in this Article as the "Liquidating Agent"). The Liquidating Agent shall have all of the rights, powers, and authority with respect to the assets and liabilities of the Company in connection with the liquidation of the Company that the Members have with respect to the assets and liabilities of the Company during the term of the Company, and the Liquidating Agent is hereby expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation of the Company and the transfer of any assets of the Company. The Liquidating Agent shall have the right from time to time, by revocable powers of attorney, to delegate to one or more Persons any or all of such rights and powers and such authority and power to execute documents

and, in connection therewith, to fix the reasonable compensation of each such Person, which compensation shall be charged as an expense of liquidation. The Liquidating Agent is also expressly authorized to distribute Company property to the Members subject to liens.

(b) The Liquidating Agent shall liquidate the Company as promptly as shall be practicable after dissolution. Without limitation of the rights, powers, and authority of the Liquidating Agent as provided in this Article, the Liquidating Agent may, in its discretion, either distribute in kind or sell securities and other non-cash assets. Any securities or other non-cash assets which the Liquidating Agent may sell shall be sold at such prices and on such terms as the Liquidating Agent may, in its good faith judgment, deem appropriate.

Section 12.2 Final Allocations and Distributions.

In settling accounts upon dissolution, winding up and liquidation of the Company, the assets of the Company shall be applied and distributed as expeditiously as possible in the following order:

(a) To pay (or make reasonable provision for the payment of) all creditors of the Company, including, to the extent permitted by law, Members or other Affiliates that are creditors, in satisfaction of liabilities of the Company in the order of priority provided by law, including expenses relating to the dissolution and winding up of the Company, discharging liabilities of the Company, distributing the assets of the Company and terminating the Company as a limited liability company in accordance with this Agreement and the Act); and

(b) To the Members in accordance with Section 7.3(a) (taking into account, for the avoidance of doubt, any distributions previously made under Section 7.3(b) that were treated as advances on distributions under Section 7.3(a)).

ARTICLE 13. POWER OF ATTORNEY

Section 13.1 General.

(a) Each Member irrevocably constitutes and appoints each Manager and the Liquidating Agent the true and lawful attorney-in-fact of such Member to execute, acknowledge, swear to and file any of the following: (i) the Certificate of Organization and all other certificates and other instruments deemed advisable by Manager Approval to carry out the provisions of this Agreement and applicable law or to permit the Company to become or to continue as a limited liability company; (ii) this Agreement and all instruments that the Managers acting by Manager Approval deem appropriate to reflect a change or amendment to or modification of this Agreement made in accordance with this Agreement; (iii) all conveyances and other instruments or papers deemed advisable by Manager Approval or the Liquidating Agent to effect the dissolution and termination of the Company; (iv) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Company; (v) all other certificates, instruments or papers that may be required or permitted by law to be filed on behalf of the Company and any amendment or modification of any certificate or other instrument referred to in this Section 13.1(a); and (vi) any agreement, document, certificate or other instrument that any Member is required to execute and deliver hereunder or pursuant to applicable law that such Member has

failed to execute and deliver within ten days after written request from the Managers pursuant to Manager Approval.

(b) The foregoing power of attorney is (i) coupled with an interest, (ii) irrevocable and durable, (iii) shall not be terminated or otherwise affected by any act or deed of any Member (or by any other Person) or by operation of law, whether by the legal incapacity of a Member or by the occurrence of any other event or events, and (iv) shall survive the transfer by a Member of the whole or any part of such Member's Units, except that, where the transferee of the whole of such Member's Units is to be admitted as a Member, the power of attorney of the transferor shall survive such transfer for the sole purpose of enabling the applicable attorney-in-fact to execute, swear to, acknowledge and file any instrument necessary or appropriate to effect such admission.

(c) Each Member agrees to execute, upon five days' prior written notice from the Managers acting by Manager Approval or any Liquidating Agent, as applicable, a confirmatory or special power of attorney containing the substantive provisions of this Article 13, which shall be in form satisfactory to the Persons or Person providing such notice.

ARTICLE 14. DUTIES, EXCULPATION AND INDEMNIFICATION

Section 14.1 Duties of Manager, Tax Matters Person and Liquidating Agent.

Each Manager, Tax Matters Person and Liquidating Agent shall exercise in good faith such Person's judgment in carrying out such Person's functions and, otherwise, shall owe no duties (including fiduciary duties) to the Company or any Member in such capacity. The Members hereby agree that this Section 14.1 and the other provisions of this Agreement, to the extent that they restrict or eliminate duties of any Manager, Tax Matters Person or Liquidating Agent otherwise existing at law or in equity, modify such duties to such extent, as permitted by applicable law.

Section 14.2 Exculpation; Liability of Covered Persons.

(a) To the fullest extent permitted by applicable law, none of the Managers, Tax Matters Person, Liquidating Agents, or any other Persons who were, at the time of the act or omission in question, a Manager, Tax Matters Person or Liquidating Agent (each, a "Covered Person") shall have any liability to the Company or to any Member for any loss suffered by the Company that arises out of any action or inaction of such Covered Person if such Covered Person, in good faith, determined that such course of conduct was in, or not opposed to, the best interests of the Company and such course of conduct did not constitute gross negligence, fraud or willful misconduct of such Covered Person.

(b) No Covered Person shall have any personal liability for the repayment of the positive balance in the Capital Account of a Member. To the greatest extent permitted by applicable law, no Covered Person shall be liable to any Member by reason of any federal or other income tax laws or the interpretations thereof as they apply to the Company and such Member, or any changes thereto.

(c) The Members hereby agree that this Section 14.2 and the other provisions of this Agreement, to the extent that they restrict or eliminate liabilities of the Covered Persons otherwise existing at law or in equity, modify such liabilities to such extent.

Section 14.3 Indemnification of Covered Persons.

(a) To the maximum extent permitted by applicable law and subject to the other provisions of this Section 14.3, the Company shall indemnify and hold harmless Covered Persons, from and against any claim, loss, expense, liability, action or damage (including, without limitation, any action by a Member or assignee thereof against a Covered Person) due to, arising from or incurred by reason of any action, inaction or decision performed, taken, not taken or made by Covered Persons or any of them in connection with the activities and operations of the Company, or any subsidiary of the Company, as the case may be, provided (i) such action, inaction or decision is within the scope of the authority of such Covered Persons as provided herein, (ii) such Covered Person acted in good faith and in a manner such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company or any subsidiary of the Company, as the case may be, and (iii) with respect to any criminal proceeding, such Covered Person had no reasonable cause to believe the conduct of such Covered Person was unlawful. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, by itself, create a presumption that the Covered Person did not act in good faith and in a manner which the Covered Person reasonably believed to be in, or not opposed to, the best interest of the Company or any subsidiary of the Company, as the case may be, or that the Covered Person had reasonable cause to believe that such Covered Person's conduct was unlawful (unless there shall have been a final adjudication in the proceeding that the Covered Person did not act in good faith and in a manner which such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company or any subsidiary of the Company, as the case may be, or that the Covered Person did have reasonable cause to believe that such Covered Person's conduct was unlawful). Any Covered Person may consult with independent counsel selected by the Covered Person (which may be counsel for the Company or any Affiliate) and any opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by such Covered Person hereunder in good faith and in accordance with the opinion of such counsel. Any indemnification under this Section 14.3 shall include reasonable attorneys' fees incurred by Covered Persons in connection with the defense of any such action including, to the extent permitted by applicable law, all such liabilities under United States federal and state securities acts. The reasonable expenses incurred by Covered Persons in connection with the defense of any such action shall be paid or reimbursed as incurred, upon receipt by the Company of an undertaking by such Covered Person to repay such expenses if it shall ultimately be determined that such Covered Person is not entitled to be indemnified hereunder, which undertaking may be accepted without reference to the financial ability of such Covered Person to make repayment. Such indemnification shall only be made to the extent that such Persons are not otherwise reimbursed from insurance or other means. Such indemnification shall only be paid from the assets of the Company, and no Member shall have any personal liability on account thereof.

(b) Notwithstanding the provisions of Section 14.3(a), a Covered Person shall not be entitled to be indemnified or held harmless from and against any claim, loss, expense,

liability, action or damage due to or arising from the Covered Person's gross negligence, fraud or willful misconduct.

(c) The provisions of this Section 14.3 shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which a Covered Person may be entitled under the charter documents of any subsidiary of the Company or otherwise. The provisions of this Section 14.3 shall apply whether or not at the time of reimbursement the Covered Person entitled to reimbursement is then a Covered Person. Notwithstanding any repeal of this Section 14.3 or other amendment hereof, its provisions shall be binding upon the Company (subject only to the exceptions above set forth) as to any claim, loss, expense, liability, action or damage due to or arising out of matters which occur during or are referable to the period prior to any such repeal or amendment of this Section 14.3.

ARTICLE 15. MISCELLANEOUS PROVISIONS

Section 15.1 Books and Accounts.

(a) Complete and accurate books and accounts shall be kept and maintained for the Company in accordance with generally accepted accounting principles, using such method of accounting as shall be determined by Manager Approval, and shall include separate accounts for each Member. Each Member, at such Member's own expense, shall at reasonable times and upon reasonable prior written notice to the Company have access to such copy of the Agreement and of the Certificate of Organization and such books of account, but only to the extent such books of account reasonably relate to such Member's Units and not the Units of any other Member. The Members hereby acknowledge that the rights of a Member to obtain information from the Company shall be limited to only those rights provided for in this Section 15.1(a), except as otherwise specifically required by the Massachusetts Act.

(b) Within a period of time after the end of each Fiscal Year of the Company as determined by Manager Approval, the Company shall provide to each Member a Form K-1 for such Member with respect to such Fiscal Year.

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

(d) Each Member agrees to maintain the confidentiality of the Company's records and affairs, including the terms of this Agreement, pursuant to the terms and subject to the conditions of Section 3.9.

Section 15.2 Notices.

All notices, demands, solicitations of consent or approval, and other communications hereunder shall be in writing and shall be sufficiently given if personally delivered or sent by postage prepaid, registered or certified mail, return receipt requested, or by overnight courier, addressed as follows: if intended for the Company or the Managers in their capacity as such, to

the Company's principal place of business determined pursuant to Section 2.3, and if intended for any Member to the address of such Member set forth on Schedule A or at such other address as any Member may designate by written notice. Notices shall be deemed to have been given (i) when personally delivered, (ii) if mailed, on the earlier of (A) three days after the date on which deposited in the mails, and (B) the date on which received, or (iii) if sent by overnight courier, on the date on which received; provided, that notices of a change of address shall not be deemed given until the actual receipt thereof. The provisions of this Section 15.2 shall not prohibit the giving of written notice in any other manner, including facsimile transmission and email; any written notice given in any other manner shall be deemed given only when actually received.

Section 15.3 Waivers; Amendments.

The operation or effect of any provision of this Agreement may only be waived, and this Agreement may only be amended, in accordance with this Section 15.3. The operation or effect of any provision of this Agreement may be waived, and this Agreement may be amended, pursuant to receipt by the Company of each of (i) approval of each Major Member; (ii) approval by the Investor Majority and (iii) Manager Approval, *provided that* (A) this Agreement may be amended by Manager Approval, to the extent required to conform to actions properly taken by the Company, the Managers, or any of the Members in accordance with this Agreement, including, without limitation, amendments to Schedule A to reflect changes made pursuant to the terms of this Agreement, (B) for so long as Michael Cohen holds any Units, any amendment to Section 5.1(c)(i) shall require the approval of Michael Cohen, (C) for so long as Christopher Weld holds any Units, any amendment to Section 5.1(c)(ii) shall require the approval of Christopher Weld, (D) for so long as there remain outstanding not less than 100,000 Series A Investor Units, any amendment to Section 5.1(c)(iii) shall require the approval of the holders of a majority of the then-outstanding Series A Investor Units, (E) until such time as the Unreturned Capital Amount in respect of all outstanding Series A Investor Units is \$0.00, any amendment or waiver of Section 7.3 shall require the approval of a majority of any then-outstanding Series A Investor Units, and (F) except as otherwise set forth herein, no waiver or amendment pursuant to this Section 15.3 shall, without a Member's consent, create personal liability for such Member or require additional capital from such Member.

Section 15.4 Applicable Law; Jurisdiction.

(a) This Agreement is governed by and shall be construed in accordance with the law of The Commonwealth of Massachusetts, exclusive of its conflict-of-laws principles. In the event of a conflict between the provisions of this Agreement and any provision of the Certificate or the Massachusetts Act, the applicable provision of this Agreement shall control, to the extent permitted by law.

(b) The parties to this Agreement hereby consent to the jurisdiction of the courts of The Commonwealth of Massachusetts and agree to litigate any and all claims exclusively in the courts of The Commonwealth of Massachusetts in connection with any matter or dispute arising under this Agreement or between or among them regarding the affairs of the Company.

Section 15.5 Binding Effect.

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

Section 15.6 Severability.

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

Section 15.7 Entire Agreement.

This Agreement sets forth the entire understanding among the parties relating to the subject matter hereof and supersedes any and all prior contracts or agreements with respect to such subject matter, whether oral or written, including the Prior Agreement. No promises, covenants or representations of any character or nature other than those expressly stated herein have been made to induce any party to enter into this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Limited Liability Company Agreement as of the date first written above.

THE COMPANY:

BERKSHIRE WELCO, LLC

By: *michael cohen*
Name: Michael Cohen
Its: Manager

And
By: *chris weld*
Name: Christopher Weld
Its: Manager

MEMBERS HOLDING COMMON UNITS:

 michael cohen
Michael Cohen

 chris weld
Christopher Weld

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Limited Liability Company Agreement as of the date first written above.

**MEMBERS HOLDING
SERIES A INVESTOR UNITS:**

[To be added]

SIGNATURE PAGE TO AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF BERKSHIRE WELCO, LLC

**Schedule A to Amended and Restated Limited Liability Company Agreement
of Berkshire Welco, LLC**

Members

Name and Address	Common Units Held	Capital Contribution Made in Respect of Common Units	Threshold Amount In Relation to Any Common Unit that is an Incentive Unit	Series A Investor Units Held	Capital Contribution Made in Respect of Series A Investor Units
Michael Cohen 24 Benton Ave. Great Barrington, MA 01230	200,000	\$6,172.84	N/A		
Christopher Weld 1640 Home Rd. Great Barrington MA , 01230	324,000	\$10,000.00	N/A		
<i>[Addition of Holders of Approximately 96,000 Incentive Units to be Determined]</i>					
<i>[Series A Investor Unit Holders to be Added]</i>					
Totals:	524,000	\$16,172.84			

(1) Member holds only Common Units that are Incentive Units.

Date of last revision of this Schedule A: June ___, 2018

Schedule B to Limited Liability Company Agreement
of Berkshire Welco, LLC

Allocation Exhibit

1. **Definitions.** Each capitalized term used but not otherwise defined in this Allocation Exhibit shall have the meaning set forth in this Section 1 or, if not so defined, in the Agreement.

“**Adjusted Capital Account Balance**” shall mean with respect to any Member, such Member’s Capital Account balance maintained in accordance with this Agreement, as of the end of the relevant fiscal year or other allocation period, after giving effect to the following adjustments:

(a) increase such Capital Account by any amounts that such Member is obligated to restore pursuant to any provision of this Agreement, is treated as obligated to restore pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c), or is deemed obligated to restore pursuant to the penultimate sentences of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) decrease such Capital Account by the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4) through (d)(6).

The foregoing definition of Adjusted Capital Account Balance is intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2)(ii)(d) and 1.704-2 and shall be interpreted consistently therewith.

“**Adjusted Taxable Profit**” and “**Adjusted Taxable Loss**” mean, as to any transaction or fiscal period, the taxable income or loss of the Company for United States federal income tax purposes, and each item of income, gain, loss or deduction entering into the computation thereof, with the following adjustments:

(a) Any tax-exempt income or gain of the Company that is not otherwise taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss shall be deemed to increase the amount of such taxable income or decrease the amount of such loss;

(b) Any expenditures of the Company described in Section 705(a)(2)(B) of the Internal Revenue Code (or treated as such) and not otherwise taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss shall decrease the amount of such taxable income or increase the amount of such loss; and

(c) In the event the Gross Asset Value of any Company asset is adjusted, (i) the amount of such adjustment (including an adjustment resulting from a distribution of such asset but excluding an adjustment resulting from a contribution of such asset) shall be taken into account in the same manner as gain or loss from the disposition of such asset for purposes of computing Adjusted Taxable Profit or Adjusted Taxable Loss, (ii) gain or loss resulting from any disposition of such asset with respect to which gain or loss is recognized for United States

federal income tax purposes shall be computed by reference to the Gross Asset Value of such asset, and (iii) in lieu of the cost recovery or similar deductions taken into account with respect to any asset with a Gross Asset Value which differs from its adjusted basis under the Internal Revenue Code, such deductions shall be an amount equal to the Depreciation with respect to such asset.

“Company Minimum Gain” has the meaning set forth for “partnership minimum gain” in Treasury Regulation Section 1.704-2(d) and (g).

“Depreciation” means, for each fiscal year of the Company or other period, an amount equal to the depreciation, depletion, amortization or other cost recovery deduction allowable under the Internal Revenue Code with respect to an asset for such fiscal year or other period; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for United States federal income tax purposes at the beginning of such fiscal year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the United States federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such fiscal year or other period bears to such beginning adjusted tax basis; and provided further that if the United States federal income tax depreciation, amortization or other cost recovery deduction for such fiscal year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by Manager Approval.

“Gross Asset Value” means, with respect to any asset, such asset’s adjusted basis for United States federal income tax purposes, except as follows:

(a) the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by Manager Approval, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company assets as consideration for a membership interest in the Company, including, without limitation, in connection with the withdrawal of a Member; (iii) the grant of a membership interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by a new or existing Member acting in a Member capacity or in anticipation of becoming a Member; (iv) in connection with the issuance by the Company of a noncompensatory option (other than an option for a de minimis interest); and (v) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (i) through (iv) of this sentence shall not be made if the Managers, acting by Manager Approval, determine that such adjustments are not necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(b) the Gross Asset Value of any Company asset (other than cash) distributed in kind to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution, as determined by Manager Approval;

(c) the initial Gross Asset Value of any asset contributed to the Company shall be adjusted to equal its gross fair market value at the time of its contribution, as determined by Manager Approval; and

(d) the Gross Asset Value of Company assets shall otherwise be determined or adjusted, in the discretion of the Managers, acting by Manager Approval, as required or permitted for purposes of maintaining Capital Accounts under relevant Treasury Regulations.

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (a), (c) or (d) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Adjusted Taxable Profit or Adjusted Taxable Loss and as otherwise required by Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

“Member Nonrecourse Debt” has the same meaning as the term “partner nonrecourse debt” set forth in Treasury Regulation Section 1.704-2(b)(4).

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulation Section 1.704-2(i).

“Nonrecourse Deductions” shall have the meaning set forth in Treasury Regulation Sections 1.704-2(b)(1) and 1.704-2(c).

“Nonrecourse Liability” shall have the meaning set forth in Treasury Regulation Section 1.704-2(b)(3).

“Treasury Regulations” means the United States income tax regulations, including temporary regulations, promulgated under the Internal Revenue Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

2. Capital Accounts. A capital account shall be maintained for each Member (a “Capital Account”) that shall be:

(a) increased by (i) any Capital Contributions made to the Company by such Member pursuant to this Agreement and (ii) any amounts in the nature of income or gain allocated to the Capital Account of such Member pursuant to this Schedule B based on such Member’s ownership of membership interests;

(b) decreased by (i) the cash and fair market value of other property distributed to the Member and (ii) any amounts in the nature of loss or expense allocated to the Capital Account of such Member pursuant to this Schedule B based on such Member’s ownership of membership interests; and

(c) otherwise adjusted in accordance with this Agreement and for such other matters as the Managers, acting by Manager Approval, may reasonably determine appropriate, in

all events in accordance with applicable provisions of the Internal Revenue Code and Treasury Regulations, including without limitation Treasury Regulation Section 1.704-1(b)(2)(iv).

3. General Allocations.

(a) General Application. The rules set forth below in this Section 3 of this Schedule B shall apply for the purposes of determining each Member's allocable share of the items of income, gain, loss or expense of the Company comprising Adjusted Taxable Profit or Adjusted Taxable Loss for each fiscal year or other period, determining special allocations of other items of income, gain, loss and expense, and adjusting the balance of each Member's Capital Account to reflect these general and special allocations. For each fiscal year or other period, any required special allocations in Section 4 of this Schedule B shall be made immediately prior to the general allocations of Section 3(b) of this Schedule B.

(b) General Allocations. The items of income, expense, gain and loss comprising Adjusted Taxable Profit or Adjusted Taxable Loss for a fiscal year or other period, shall be allocated among the Members during such fiscal year or other period in a manner that will, as nearly as possible, cause the Capital Account balance of each Member at the end of such fiscal year or other period to equal:

(i) the amount of the hypothetical distribution (if any) that such Member would receive if, on the last day of the fiscal year or other period, (A) all Company assets, including cash, were sold for cash equal to their Gross Asset Values, as determined by Manager Approval, taking into account any adjustments thereto for such fiscal year or other period, (B) all Company liabilities were satisfied in cash according to their terms (limited, with respect to each Nonrecourse Liability), to the Gross Asset Value, as determined by Manager Approval, of the assets securing such liability), and (C) the net proceeds thereof (after satisfaction of such liabilities) were distributed in full in accordance with Section 12.2, minus

(ii) the sum of (A) the amount, if any, which such Member is obligated (or deemed obligated) to restore to such Member's Capital Account, (B) such Member's share of the Company Minimum Gain determined pursuant to Treasury Regulations Section 1.704-2(g), and (C) such Member's share of Member Nonrecourse Debt Minimum Gain determined pursuant to Treasury Regulations Section 1.704-2(i)(5), all computed immediately prior to the hypothetical sale described in Section 3(b)(i) of this Schedule B.

(c) The Managers, acting by Manager Approval, may modify the allocations otherwise provided for in this Section 3 of this Schedule B or offset prior allocations provided for in Section 4 of this Schedule B, including by specially allocating items of gross income, gain, deduction, loss or expense among the Members, so that such modifications or offsets will cause the Capital Accounts of the Members to reflect more closely the Members' relative economic interests in the Company.

4. Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. In the event that there is a net decrease during a fiscal year or other period in either Company Minimum Gain or Member Nonrecourse

Debt Minimum Gain, then notwithstanding any other provision of this Schedule B, each Member shall receive such special allocations of items of Company income and gain as are required in order to conform to Treasury Regulation Section 1.704-2.

(b) Qualified Income Offset. Subject to Section 4(a) of this Schedule B, but notwithstanding any provision of this Schedule B to the contrary, items of income and gain shall be specially allocated to the Members in a manner that complies with the “qualified income offset” requirement of Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(3).

(c) Deductions Attributable to Member Nonrecourse Debt. Any item of Company loss or expense that is attributable to Member Nonrecourse Debt shall be specially allocated to the Members in the manner in which they share the economic risk of loss (as defined in Treasury Regulation Section 1.752-2) for such Member Nonrecourse Debt.

(d) Allocation of Nonrecourse Deductions. Each Nonrecourse Deduction of the Company shall be allocated among the Members in accordance with the partners’ interests in the partnership within the meaning of Treasury Regulations Sections 1.704-2(b)(1) and 1.704-1(b)(3).

(e) Loss Limitation. Adjusted Taxable Losses allocated to a Member pursuant to this Schedule B shall not exceed the maximum amount of Adjusted Taxable Losses that can be allocated to such Member without causing such Member to have a negative Adjusted Capital Account Balance at the end of any fiscal year or other allocation period in which any other Member does not have a negative Adjusted Capital Account Balance.

(f) The allocations set forth in Section 4(a) through Section 4(e) of this Schedule B (the “Regulatory Allocations”) are intended to comply with Treasury Regulation Sections 1.704-1(b) and 1.704-2 and shall be interpreted consistently with this intention. Any terms used in such provisions that are not specifically defined in this Agreement shall have the meaning, if any, given such terms in such Treasury Regulations.

(g) If during any taxable year of the Company there is a change in any Member’s membership interest in the Company, allocations of income or loss for such taxable year shall take into account the varying interests of the Members in the Company in a manner consistent with the requirements of Section 706 of the Internal Revenue Code. Any Member that is transferred a membership interest from another Member but not the corresponding portion of such other Member’s Capital Account shall not be entitled to any allocation or distribution arising from Company operations prior to the date of such transfer, unless otherwise determined by Manager Approval or required by the Internal Revenue Code.

5. **Tax Allocations.**

(a) Section 704(b) Allocations. Subject to Section 5(b) and Section 5(c) of this Schedule B, each item of income, gain, loss, or deduction for United States federal income tax purposes that corresponds to an item of income, gain, loss or expense that is either taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss or is specially allocated pursuant to Section 4 of this Schedule B (a “Book Item”) shall be allocated among the Members

in the same proportion as the corresponding Book Item is allocated among them pursuant to Section 3 or Section 4 of this Schedule B.

(b) Section 704(c) Allocations. In the event any property of the Company is credited to the Capital Account of a Member at a value other than its tax basis, then allocations of taxable income, gain, loss and deductions with respect to such property shall be made in a manner which will comply with Sections 704(b) and 704(c) of the Internal Revenue Code. Such allocations also shall be made by the Company to any former Member to the extent applicable, as determined by Manager Approval. The allocation to a Member of items of taxable income, gain, loss, and deduction of the Company also shall be adjusted to reflect any election under Section 754 of the Internal Revenue Code.

(c) Capital Accounts. The tax allocations made pursuant to this Section 5 of this Schedule B shall be solely for tax purposes and shall not affect any Member's Capital Account or share of non-tax allocations or distributions under this Agreement.

6. Tax Matters Partner; Partnership Representative.

(a) For tax years prior to January 1, 2018, the "tax matters partner" (within the meaning of Section 6231(a)(7) of the Internal Revenue Code, as in effect prior to the effective date provided in Section 1101(g)(1) of the Bipartisan Budget Act of 2015 (P.L. 114-74)) of the Company (the "Tax Matters Person") shall be designated by the Managers.

(b) For tax years beginning on or after January 1, 2018, the Tax Matters Person shall be designated the "partnership representative" with the sole authority to act on behalf of the Company with respect to tax matters, with all of the rights, duties and powers provided for the Tax Matters Person by the Internal Revenue Code, including subchapter C of chapter 63 of the Internal Revenue Code, but subject to the restrictions and limitations contained in this Agreement. Each Member hereby consents to such designation and agrees that, upon the request of the Managers, such Member shall execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent. In the event that the Company is responsible for the payment of any "imputed underpayment" in respect of an administrative adjustment pursuant to Section 6225(a) of the Internal Revenue Code, or any similar provision of any state or local tax laws, the Managers shall determine by Manager Approval, in their discretion, the treatment, including the relative obligations of the Members and former Members with respect to any amounts paid by the Company to any taxing authority with respect to such "imputed underpayment" such that the amount of such "imputed underpayment" is borne by the Members and former Members who would have borne the tax liability in the "reviewed year", as defined in Section 6225(d)(1) of the Internal Revenue Code. Each Member and former Member hereby agrees to satisfy in full such obligations as so determined by the Managers.

(c) The Tax Matters Person shall have the sole discretion to determine all matters, and shall be authorized to take any actions necessary, with respect to preparing and filing any tax return of the Company and any audit, examination or investigation (including any judicial or administrative proceeding) of the Company by any taxing authority, whether to elect into the provisions of the Bipartisan Budget Act of 2015 prior to their effective date and whether

to make an election under Section 6226 of the Internal Revenue Code or any similar provision of any state or local tax laws with respect to any audit or other examination of the Company.

(d) Each Member and former Member shall promptly upon request furnish to the Tax Matters Person any information that the Tax Matters Person may reasonably request in connection with (i) preparing or filing any tax returns of the Company, (ii) any tax election of the Company (and the Company's and Member's or former Member's compliance with any such election) or (iii) any audit, examination or investigation (including any judicial or administrative proceeding) of the Company by any taxing authority. No Member shall, without the consent of the Tax Matters Person, (A) file a request for administrative adjustment of Company items, (B) file a petition with respect to any Company item or other tax matters involving the Company, or (C) enter into a settlement agreement with any taxing authority with respect to any Company items.

(e) Without limiting the foregoing, the Tax Matters Person shall represent the Company (at the expense of the Company) in connection with all examinations of the affairs of the Company by any U.S. federal, state, local or foreign tax authorities, including any resulting administrative and judicial proceedings relating to the determination of items of income, deduction, allocation and credit of the Company and the Members, and to expend funds of the Company for professional services and costs associated therewith.

(f) For tax years prior to January 1, 2018, the Tax Matters Person shall be a Member who is permitted to act as a "tax matters partner" pursuant to the Internal Revenue Code. For tax years beginning on or after January 1, 2018, the Tax Matters Person shall be a Person who is permitted to act as a "partnership representative" pursuant to the Internal Revenue Code. The Tax Matters Person may resign at any time by giving written notice to the Company and the Members and complying with any applicable provisions of the Internal Revenue Code and Treasury Regulations relating to such resignation. The Tax Matters Person may be removed at any time by Manager Approval if such complies with any applicable provisions of the Internal Revenue Code and Treasury Regulations relating to such removal. Upon the resignation or removal of the Tax Matters Person, a new Tax Matters Person shall be selected by the Managers. The initial Tax Matters Person shall be Michael Cohen.

7. Tax Elections and Other Tax Decisions. Subject to the provisions of this Schedule B, the Managers, acting by Manager Approval, shall have the authority to make any tax elections and other tax decisions with respect to the Company, to approve any returns regarding any foreign, federal, state or local tax obligations of the Company, and to make all determinations regarding the allocations contemplated by Schedule B.

8. Tax Consequences. The Members are aware of the income tax consequences of the allocations made by this Schedule B and hereby agree to be bound by the provisions of this Schedule B and this Agreement in reporting their shares of the Company's income and loss for income tax purposes.

**Schedule C to Limited Liability Company Agreement
of Berkshire Welco, LLC**

Defined Terms

Affiliate: means, with respect to any Person, any Person that controls, is controlled by or is under common control with such Person.

Agreement: means this Limited Liability Company Agreement, as amended, modified, supplemented or restated from time to time.

Allocation Exhibit: the meaning set forth in Section 7.2.

Approved Sale: the meaning set forth in Section 11.6(a).

Approved Sale Notice: the meaning set forth in Section 11.6(a)(iii).

Assignee: the meaning set forth in Section 11.2(d).

Available Units: the meaning set forth in Section 11.4(a).

Board of Managers or Board: means the Board of Managers described in Section 5.1(a) of this Agreement.

Buyout Purchase Price: the meaning set forth in Section 9.3(a).

Capital Account: the meaning set forth in Section 2 of the Allocation Exhibit.

Capital Contributions: means, with respect to any Member, the aggregate amount of cash or other property contributed to the capital of the Company by such Member.

Certificate of Organization: the meaning set forth in the recitals of this Agreement.

Closing Notice: the meaning set forth in Section 11.3(e).

Code: means the Internal Revenue Code of 1986, as amended from time to time, and any applicable regulations promulgated thereunder by the United States Treasury Department.

Common Units: the meaning set forth in Section 4.1.

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

Company Acceptance Period: the meaning set forth in Section 11.3(b).

Company Notice: the meaning set forth in Section 11.3(c).

Company Notice Date: the meaning set forth in Section 11.3(c).

Company Purchase Notice: the meaning set forth in Section 11.3(b).

Confidential Information: means all documents and information, whether written or oral (including, without limitation, confidential and proprietary information with respect to customers, sales, marketing, production, costs, business operations and assets), of the Company.

Covered Person: the meaning set forth in Section 14.2(a).

Co-Sale Election Period: the meaning set forth in Section 11.4(b).

Co-Sale Notice: the meaning set forth in Section 11.4(a).

Co-Sale Participant: the meaning set forth in Section 11.4(b).

Co-Sale Purchase Price: the meaning set forth in Section 11.4(a).

Co-Sale Right: the meaning set forth in Section 11.4(a).

Co-Sale Right Units: the meaning set forth in Section 11.4(b).

Massachusetts Act: the meaning set forth in the recitals of this Agreement.

Daily Annual Investor Distribution Rate: means a percentage equal to fifteen percent (15.0%) *divided by* 365, or 0.000410958%.

Deemed Liquidation Event: shall refer to any of the following events:

(ii) a merger or consolidation in which

(A) the Company is a constituent party or

(B) a subsidiary of the Company is a constituent party and the Company issues Units pursuant to such merger or consolidation,

except for any such merger or consolidation involving the Company or any subsidiary of the Company in which the Units outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for securities that represent, immediately following such merger or consolidation, at least a majority of the voting power of (1) the surviving or resulting company or (2) if the surviving or resulting company is a wholly owned subsidiary of another company immediately following such merger or consolidation, the parent company of such surviving or resulting company; or

(iii) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by

such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company.

Depreciation: the meaning set forth in Section 1 of the Allocation Exhibit.

Designated Members: the meaning set forth in Section 11.3(a).

Distributable Cash: means the excess of all cash on hand at the beginning of such period plus all cash receipts of the Company in such period from any source whatsoever, including normal operations, sales of assets, proceeds of borrowings, Capital Contributions of the Members, proceeds from any capital transaction, and all other sources minus the sum of the following amounts for the relevant period:

- (a) Ongoing Expenses;
- (b) payments of interest, principal and premium and points and other costs of borrowing under any indebtedness of the Company; and
- (c) amounts set aside as reserves for working capital, budgeted capital expenditures, investments in geographic expansion contemplated or approved by the Board of Managers, other capital or operating investments contemplated or approved by the Board of Managers, contingent liabilities, replacements or any other expenditures deemed by the Board of Managers to be necessary or appropriate in relation to the current and anticipated future needs of the Company.

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

Electing Major Member: the meaning set forth in Section 9.3(a).

Election Date: the meaning set forth in Section 9.3(a).

Exempted Securities: means (i) up to 320,000 Series A Investor Units; (ii) any Price Adjustment Units; (iii) up to 130,000 Incentive Units, or such greater number of Incentive Units as may be approved for issuance pursuant to any amendment to this Agreement made in accordance with the terms and conditions hereof; (iv) any equity securities of a Company subsidiary issued to the Company; (v) Units issued by reason of a Unit subdivision or combination, or a distribution of Units made ratably to Members pursuant to Manager Approval; (vi) Common Units actually issued upon the exercise of options or warrants to acquire Common Units or Common Units actually issued upon the conversion or exchange of securities convertible into Common Units, in each case provided such issuance is pursuant to the terms of such option, warrant or convertible security.

Gross Asset Value: the meaning set forth in Section 1 of the Allocation Exhibit.

Guaranteed Payments: the meaning set forth in Section 7.4.

Incentive Unit: the meaning set forth in Section 4.3(a).

Inclusion Notice: the meaning set forth in Section 11.4(b).

Initial Managers: means Michael Cohen and Christopher Weld.

Investor Majority: means Members holding a majority of the Series A Investor Units then outstanding.

Liquidating Agent: the meaning set forth in Section 12.1(a).

Loss: the meaning set forth in Section 1 of Schedule B.

Major Investor: means any Member holding Series A Investor Units that has, together with its Affiliates, made Capital Contributions in respect of such Units of at least \$100,000.

Major Member: means each of (i) Michael Cohen or (ii) Christopher Weld, in each case for so long as such Member holds any Units of the Company.

Manager: means the Initial Managers and each other Person who may be designated or elected from time to time by the Members in accordance with Section 5.1 to serve as a Manager hereunder, in each case, as long as such person shall serve, and in such person's capacity, as a Manager hereunder.

Manager Approval: means approval by a majority of the Managers then in office.

Massachusetts Act: the meaning set forth in the recitals of this Agreement.

Member: means any Person named as a member of the Company on Schedule A hereto and any Person admitted as an additional Member or as a substitute Member pursuant to the terms and subject to the conditions of this Agreement, in such Person's capacity as a member of the Company. For all purposes other than as expressly set forth herein, the Members shall be treated as a single class.

Member Acceptance Period: the meaning set forth in Section 11.3(c).

Member Approval: Means the vote or affirmative written consent of the Members holding a majority of the Units then-outstanding, voting together as a single class.

Member Purchase Notice: the meaning set forth in Section 11.3(c).

New Securities means any equity securities (or securities exercisable for or convertible into equity securities) of any kind or class issued by the Company after the date hereof, other than any Exempted Securities issued after the Effective Date.

Non-Electing Major Member: the meaning set forth in Section 9.3(a).

Notice Date: the meaning set forth in Section 11.7(b).

Offer Acceptance Notice: the meaning set forth in Section 11.7(c).

Offer Acceptance Period: the meaning set forth in Section 11.7(c).

Offer Notice: the meaning set forth in Section 11.7(b).

Ongoing Expenses: means all direct expenses incurred by or on behalf of the Company in connection with administering the Company and carrying on its business, including all legal and accounting fees.

Oversubscribing Member: the meaning set forth in Section 11.3(d).

Permitted Transfer: the meaning set forth in Section 11.1(a).

Permitted Transferee: the meaning set forth in Section 11.1(a).

Person: shall include any corporation, association, joint venture, partnership, limited partnership, limited liability company, business trust, institution, foundation, pool, plan, government or political subdivision thereof, government agency, trust or other entity or organization or a natural person.

Preferred Distributions: the meaning set forth in Section 7.3(a)(i).

Price Adjustment Units: the meaning set forth in Section 4.2(c).

Profit: the meaning set forth in Section 1 of Schedule B.

Prohibited Transfer: the meaning set forth in Section 11.5(c).

Projected Tax Liability: means, with respect to any Member and any tax year of the Company, the amount of taxable income and gain allocated to such Member for federal income tax purposes in the Company's tax return filed or to be filed with respect to such tax year, multiplied by the highest combined marginal rate applicable to income of an individual for federal and Massachusetts income tax purposes, taking into account (i) any nondeductibility for state tax purposes of any item that is deductible for federal tax purposes, and (ii) any deductibility for federal tax purposes of state income taxes.

Proposed Acquirer: the meaning set forth in Section 11.6(a)(iii).

Proposed Transferee: the meaning set forth in Section 11.3(a).

Prospective Purchaser: the meaning set forth in Section 11.7(a).

Purchase Right: the meaning set forth in Section 11.7(c).

Qualified Member: the meaning set forth in Section 11.7(a).

Exhibit. Regulatory Allocations: the meaning set forth in Section 4(f) of the Allocation

Remainder Securities: the meaning set forth in Section 11.7(e).

Remaining Transfer Units: the meaning set forth in Section 11.3(c).

ROFR Purchasers: the meaning set forth in Section 11.3(e).

Sale of the Company: the meaning set forth in Section 11.6(a).

Securities Act: means the United States Securities Act of 1933, as amended.

Selling Members: the meaning set forth in Section 11.6(a).

Series A Investor Units: the meaning set forth in Section 4.1.

Series A Investor Unit Subscription Agreement: the meaning set forth in Section 4.2(b).

Tax Distribution: the meaning set forth in Section 7.3(a).

Tax Matters Person: the meaning set forth in Section 6 of the Allocation Exhibit.

Threshold Amount: the meaning set forth in Section 4.3(c).

Transfer: the meaning set forth in Section 11.1(a).

Transfer Notice: the meaning set forth in Section 11.3(a).

Transfer Notice Date: the meaning set forth in Section 11.3(b).

Transfer Purchase Price Per Unit: the meaning set forth in Section 11.3(a).

Transfer Units: the meaning set forth in Section 11.3(a).

Transferring Member: the meaning set forth in Section 11.3(a).

Treasury Regulations: means the Treasury regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including the corresponding provisions of any future regulations).

Unit: the meaning set forth in Section 4.1.

Unit Sale: the meaning set forth in Section 11.6(a).

Unrestricted Period: the meaning set forth in Section 11.7(e).

Unreturned Capital Amount: means, with respect to any Member holding Series A Investor Units at any time, the excess of (x) such Member's Capital Contributions in respect of such Series A Investor Units over (y) the aggregate amount of Preferred Distributions previously made to such Member in respect of such Series A Investor Units.

Unsubscribed New Securities: the meaning set forth in Section 11.7(d).

Unsubscribed Units: the meaning set forth in Section 11.3(d).

Value Notice: the meaning set forth in Section 9.3(b).

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Limited Liability Company

Certificate of Organization

(General Laws Chapter 156C, Section 12)

Federal Identification No.: _____

- (1) The exact name of the limited liability company:

Berkshire Welco, LLC

- (2) The street address of the office in the commonwealth at which its records will be maintained:

264 Main Street, 3rd Floor, Great Barrington, MA 01230

- (3) The general character of the business:

Product sales and any other lawful business.

- (4) Latest date of dissolution, if specified: _____

- (5) The name and street address, of the resident agent in the commonwealth:

NAME	ADDRESS
Michael Cohen	264 Main Street, 3rd Floor Great Barrington, MA 01230

- (6) The name and business address, if different from office location, of each manager, if any:

NAME	ADDRESS
Michael Cohen	264 Main Street, 3rd Floor Great Barrington, MA 01230
Christopher Weld	264 Main Street, 3rd Floor Great Barrington, MA 01230

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

NAME ADDRESS


None in addition to the managers.

- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME	ADDRESS
Michael Cohen	264 Main Street, 3rd Floor Great Barrington, MA 01230

Christopher Weld	264 Main Street, 3rd Floor Great Barrington, MA 01230
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- (9) Additional matters:

Signed by *(by at least one authorized signatory)*: 

Consent of resident agent:

Michael Cohen

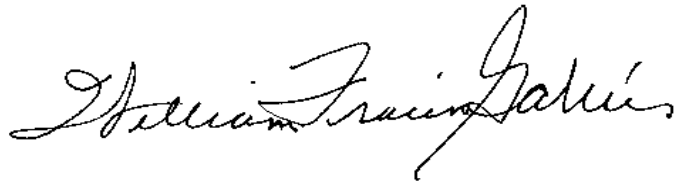
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

**or attach resident agent's consent hereto.*

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:

March 12, 2018 11:12 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Liability Insurance Obtainment Plan

The Pass is well connected in the industry and has begun formalizing a relationship with the cannabis insurer out of Cleveland, OH call Cannasure.

Cannasure provides liability insurance coverage for cannabis operators and has been a reputable staple of the cannabis industry for the last eight years.

Members of the team know Patrick McManamon the owner of Cannasure personally and are currently overseeing an array of liability coverage options.

Once licensed, The Pass will select a coverage of its choosing and bind the policy to the organization.

The aforementioned policy will accord with 935 CMR 500.101(2)(e)(6) and 935 CMR 500.105(10) and include (a) general and product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually; (b) the deductible for each policy will be no greater than \$5,000 per occurrence; (c) policy will include director and officer insurance, too.

Summary of The Pass Business Plan: Tier V Cultivation

Costs to Become Operational

Conservatively, The Pass will generate its first major harvest by Q3 2020, with two small harvests in both Q1 and Q2. Therefore, The Pass will need the capital necessary to secure the lease, and complete the total cultivation buildout, setup, and establish operations for 32,300 ft² of canopy, i.e. Tier V, as well as sufficient supporting space to produce 1691 lbs. of usable cannabis. The canopy will be divided into three separate cultivation areas (a) one purely indoor cultivation space of 4800 ft² and approximately 7800 ft² of total dedicated production space; (b) one Nexus greenhouse space of 7500 ft² of canopy; (c) a third purely outdoor space of 32,000 ft² with 20,000 ft² of seasonally produced canopy for a total canopy of 32,300 ft².

The startup cost from licensure to first major harvest in Q3 2019 is broken down by expense:

- Variable Cost of Goods Sold until the first major harvest (COGs): \$ 568,319
- Fixed General and Administrative Costs (G&A): \$332,932
- Capital Expenditures (CapEx): \$ 1,736,694
- Wages and Benefits: \$ 265,763 ('18), \$ 774,152 ('19): \$ 1,039,914
- Total Startup Cost: \$ 3,677,859

The lease plus taxes and depreciation equals an estimated \$14,000 per month for the first six years of the lease. Annually, the leasehold is approximately \$168,000.

Licensing fees for the application for indoor canopy equals \$900; annual licensing fees amount to \$25,000 (Tier V: \$10000 (I)). Total state licensing fees to become operational equal \$10,900.

Site construction such as engineering and architectural costs, backup power, construction of a well, security and fencing, growing and trimming equipment, packaging equipment, sprinklers, HVAC, greenhouse setup labor and materials are estimated for the site at \$ 1,736,694.

Energy efficient growing lights are estimated at \$19.05/square feet of canopy for a total outlay of \$569,670.

Nutrients, electricity, growing media, netting, tables, water, labels, lab testing for the first successful harvest are estimated at, including seasonal outdoor harvests, a total of \$ 568,319

Wages and Benefits for a full time Director of Cultivation, one senior cultivation technician, and two associate cultivation technicians as well as executive wages through the first harvest come to \$ 1,039,914.

Figure 1: Itemized Expenses Through First Major Harvest

Item	Expenses Through First Major Harvest (Q3 2019)
Lease	\$ 168,000
Licensing / Application Fees	\$ 10,900

Site Construction and Buildout	\$ 1,167,024
Growing Lights	\$ 569,670
Costs of Goods (COGs)	\$ 568,319
Fixed General and Administrative	\$ 332,932
Wages and Benefits	\$ 1,039,914
Total	\$ 3,677,859

The Pass is showing a balance from Michael Cohen and from various equity capital investors of \$2,754,378 across two bank accounts that enough to secure and begin operations on 32,300 ft² of canopy sustainably through first harvest. The Pass plans to secure up to \$8M in equity capital over the next 12mos that will give the entity 100% of the total costs to operate in working capital.

Startup Indoor Harvests Revenue. The Pass predicts two smaller indoor harvests in March and April 2019 leading up to the first major harvest in Q3 2019. These are each expected to net 209.35 lbs. per cultivation batch for a total of 418.7 lbs. dry weight yield in total, e.g. yield of total “usable” cannabis. Between March and May, The Pass expects \$ 1,495,208.92 in investable revenue over that period.

Figure 2: Capitalization: To-Date and Projected

Capital Sources	Capital (\$)
Investor Capital	\$2,754,378
Harvest Revenue	\$1,495,209
Total Capital: To-Date	\$4,249,587
Expected Additional Capital	\$4,000,000
Total Capital: Projected	\$8,249,587

Working Capital

The Pass is showing a balance of \$ 4,571,728, i.e. “Working Capital below.” That amount is approximately 124% above the total outlay described in the previous subsection and enough to buffer the company against delays or losses. See Figure 3 (below).

Figure 3: Working Capital

Capital Sources	Capital (\$)
Capitalization: To-Date	\$4,249,587

Capitalization: Projected	\$4,000,000
Total Capitalization (Fig. 2)	\$ 8,249,587
Total Startup Expenses (Fig. 1)	\$ 3,677,859
Working Capital (Fig. 2 – Fig. 1)	\$ 4,571,728

Three Year Profit and Loss Statement

We have secured capital of approximately \$8 million dollars. That is enough capital to fund the buildout of approximately 32,300 ft² on 1375 Main St and the processing (“manufacturing”) facility and the construction of the company’s first retail dispensary. After all of this capital spending the company will still retain approximately \$3.0 million of working capital capability.

Figure 4: Cultivation Batches

	2020	2021	2022
# Harvests - Outdoor	1	1	1
# Harvests - Indoor	6	6	6
# Harvests - Greenhouse	3	3	3
Production (lbs)	3,759	7,271	9,534

We expect our first partial harvest to take place in February of 2019, a second partial harvest in April and our first full harvest in July of 2020. Going forward we expect one outdoor, six indoor and three greenhouse harvests annually. We will use all 32,300 ft² each year and expect that yields per plant and per ft² will increase materially over the next three years as efficiencies are gained. We expect to produce (including trim) 3,759 pounds of usable cannabis in 2019, 7,271 pounds in 2020 and 9,534 pounds in 2021.

Figure 5: Projected 3YR P&L Breakdown

	FY2020	FY2021	FY2022
Wholesale revenue:			
Dry flower	2,862,347	3,531,257	3,232,812
Vapor	1,907,753	3,203,450	3,871,220
Shatter/Wax	572,326	800,862	967,805
Oils	572,326	889,847	1,161,366

Merchandise	120,709	171,946	188,433
Wholesale Licensing	1,389,150	1,543,500	2,674,114
Total Wholesale	6,852,285	10,140,862	12,095,750
Retail revenue:			
Dry flower	2,350,600	5,549,292	5,869,908
Vapor	2,056,775	5,403,258	6,359,067
Shatter/Wax	881,475	2,190,510	2,445,795
Oils	587,650	1,460,340	1,630,530
Merchandise	123,029	301,166	336,459
Retail Licensing	759,500	768,600	905,850
Total Retail	6,759,029	15,673,166	17,547,609
Total Revenue	13,611,314	25,814,028	29,643,359

We expect to begin selling product in early 2020 and ramp to more full production by the beginning of 2020. Overall, we expect to generate **\$13,611,314** in revenues in 2020, **\$25,814,028** in 2021 and **\$29,643,359** in 2022.

Figure 6: 3YR. EBITDA

Revenue	2020	2021	2022
Wholesale	6,852,285	10,140,862	12,095,750
Retail	6,759,029	15,673,166	17,547,609
Total Revenue	13,611,314	25,814,028	29,643,359
COGS	2,204,599	3,518,097	4,152,652
Gross Profit	11,406,715	22,295,931	25,490,707
Operating Expenses	3,582,834	3,807,577	4,120,269
EBITDA	7,823,881	18,488,354	21,370,438

We expect to be significantly EBITDA positive from 2020-2022, despite assumptions of decreasing pricing due to increased competition.

2020. In 2020, we expect to generate **\$13,611,314** in total revenue, spend \$2,204,599 in direct Cost of Goods Sold (COGs), have operating expenses of \$3,582,834 which yields EBITDA of **\$7,823,881**.

2021. In 2021, we expect to generate **\$25,814,028** in total revenue, spend \$3,518,097 in direct Cost of Goods Sold (COGs), have operating expenses of \$3,807,577 which yields EBITDA of **\$18,488,354**.

2022. In 2022, we expect to generate **\$29,643,359** in total revenue, spend \$4,152,652 in direct Cost of Goods Sold (COGs), have operating expenses of \$4,120,269 which yields EBITDA of **\$21,370,438**.

Timeline: The Pass Tier V Cultivation

ACTIVITIES	Date
Post-Provisional Inspection	12-10-2019
Mock Cultivation Training	12-18-2019
Mock Disposal, Emergency Recall and Safety Training	12-19-2019
Final Operational Training	12-21-2019
Approved for Operations by Department	01-01-2020
Plants in the Ground: Startup Inventory Logged into ETS	01-22-2020
Operational Minus Outdoor	01-23-2020
Small Harvest 1	02-28-2020
Small Harvest 2	04-30-2020
Fully Operational	05-01-2020
Major First Harvest	07-31-2020

Staffing Plan

Diversity and Career Fair. In November of 2019, The Pass will organize a diversity employment focused career fair focused on local and regional job candidates for the positions of:

Senior Cultivation Technician (2x)

Cultivation Technician (2x)

Sales Manager

HR Manager

Chief Financial Officer

Controller

We expect full employment of each position by January 10, 2020.

The Pass has employed: President, Chief Executive Officer, Chief Strategy Officer, Cultivation Director, Cultivation Consultant.

Support of Local Advocacy Groups. Applicant will work to promote National Association for the Advancement of Colored People (NAACP), the Veterans of Foreign Wars (VFW), the Americans Civil Liberties Union (ACLU), the Minority Cannabis Business Association (MCBA), the Cannabis Cultural Association (CCA), Woman Grow and other diversity and cause-based advocacy groups and will extend recruitment efforts through the local chapters of these organization to foster better working relationships and, too, as a means of finding new job candidates and service providers that will assist the organization in reaching its diversity placement goals.



THE PASS

BERKSHIRES

Cultivation license # MC281317 Renewal

Expiration date: 12/26/2020

Business Documentation

Statement of Operations.

I, Chris Weld, hereby attest that Berkshire Welco, LLC Cultivation site located at 1475 N. Main Street, Sheffield MA is currently operating at full capacity within compliance with all state local entities have not suffered any catastrophic events.

I, Christopher Weld, I affirm that all the information provided within is true and accurate. I further affirm that all required attestations written above have been made voluntarily, and by signing below, certify that I do in fact make these true and accurate attestations.

Signature: _____

Name Printed: Christopher Weld

Date: October 19, 2020

AUTHENTICATION BY NOTARY PUBLIC

On this day of October 19, 2020, before me, the undersigned notary public, personally appeared Christopher Weld, proved to me through satisfactory evidence of identification to be the person whose name is signed above and that he/she did so voluntarily for its stated purpose.

Notary Public Signature



NOTARY STAMP/SEAL

Introduction

The Pass's Recordkeeping Plan describes procedures for ensuring the maintenance of true, complete and current records that will be available for inspection by the CCC upon request. The Pass's Executive Management Team (EMT) is assigned responsibility for recordkeeping and will maintain a current organizational chart and job descriptions for each employee position.

Compliance

The Pass will utilize a real-time seed to sale electronic tracking system (ETS) approved by the CCC, i.e. METRC. Furthermore, The Pass will log, verify, and monitor:

- Receipt of cannabis product and amount delivered to licensed Marijuana Establishment(s).
- The validity of an identification card presented by visitors, vendors, employees, and agents.
- The disposal of cannabis waste.
- The recall of defective cannabis.

The Pass will maintain a log of dispensary hours of operation.

The Pass will maintain records in accordance with policies and procedures. Measures are established herein for the maintenance of records relevant to operating procedures, including each of the following areas:

- Inventory Records
- Sanitation and Safety Records
- Adverse Event Records
- Materials Records
- Security and Security Inspection Records
- Transportation Records
- Diversity and Placement Records
- Personnel Records
- MMJ Waste and Waste Disposal Records
- Visitor Records
- Business Records
- Quality Control Records
- CCC Reporting Records
- CCC Records

The Pass will make available to the CCC and its agents all books, records, papers, documents, data, or other physical or electronic information that relates to The Pass's business, including financial data, sales data, shipping data, pricing data, and employee data. The Pass will provide copies of these records to the CCC and its agents as needed per request.

The Pass will keep records sufficient to provide reports to the CCC:

- The amount of cannabis purchased by each licensed Marijuana Establishment(s) during the period for which the report is being submitted.
- The per-dose price of an amount of cannabis purchased by licensed Marijuana Establishment(s).

The Pass will maintain data and records on an ongoing basis in support of being able to submit ongoing, up to date, accurate reporting of operational, financial, or any other reporting information that the CCC deems necessary to carry out its responsibilities

Responsibility, Maintenance, Review of Records and Recordkeeping

The Cultivation Director is responsible for all day-to-day recordkeeping requirements and the proper integration of those requirements into policies and procedures. The Pass shall maintain current versions and version history of all operating procedures herein:

- Real-time ETS inventory records;
- Real-time materials records: pesticides, solvents, chemicals, etc.;
- Employee Qualification and Training Plan
- Diversity and Affirmative Action Plans;
- Workplace Safety Plan;
- Waste Disposal Plan;
- Personnel Records: background check, fingerprints, photo ID, JDs, responsibilities, admin. actions, training history, compensation, performance reviews, termination records;
- Business records: assets and liabilities; insurance and escrow requirements; monetary transactions; chart of accounts including journals, ledgers, supporting documents, agreements, checks, invoices, vouchers, signed forms, vendor contracts, supplier agreements, employee compensation, executive compensation, bonus, benefit, or item of value paid to any individual affiliated with applicant;
- Adverse Event records: workplace injuries, contamination, quarantine, recalls, adverse loss, failure mode analysis records, workplace accidents, reports of misconduct, OSHA violations, or CCC actions taken against any employee or against the organization;
- Visitor Records;
- CCC Reporting Records: annual report, quarterly reports, amounts sold, per-dose price.

The EMT will perform an annual comprehensive review of all facility records in coordination with the Cultivation Director and Security Director. New policies, procedures, or operating plans will be recorded in the version history. Change logs will document all changes, amendments, modifications, or CCC guidelines.

All records will be kept electronically and will have backups saved offsite on a physical memory storage device or on a cloud-based secure webserver. All or any part of these records will be made available to the CCC upon request within two (2) business days. All records will be stored for at least four (4) years.

Recordkeeping and Maintenance of Logs.

Inventory Records. The Cultivation Director will be responsible for all inventory records. The Pass shall maintain the following records in its electronic tracking system:

- Cannabis harvest batch and lot numbers
- Cannabis plant IDs and location in the facility or in storage
- Damaged, defective, expired, or contaminated cannabis awaiting return to grower or awaiting disposal

The Pass will conduct monthly inventory reviews and annual comprehensive inventories of cannabis and cannabis plants at its facility in accordance with the inventory controls and procedures in The Pass's inventory management SOP. An electronic record of each inventory shall be created and maintained for each monthly and annual inventory performed which includes;

- The date of the inventory
- A summary of the inventory findings
- The identification numbers and titles of the individuals conducting the inventory

Sanitation and Safety Records. The Pass will comply with internal sanitation SOPs by ensuring that trash is properly removed in a timely fashion. A record of trash removal will be maintained in the cleaning log along with other routine scheduled cleaning. Floors, walls, and ceilings shall be inspected weekly and maintained in good repair. A record of the inspection and any maintenance activity will be maintained in the maintenance log. Integrated pest management practices will be employed by The Pass and a record of inspections and actions taken to ensure against pest infestation will be maintained in the pest management log. Employees working in direct contact with cannabis are subject to the restrictions on food handlers and a record of their training and continued authorization to work in this capacity will be maintained by The Pass. Lavatories will be cleaned weekly or more frequently if necessary to maintain sanitary conditions. A record of the cleaning and maintenance of lavatories will be kept in the cleaning log and will be available for inspection by the CCC or its authorized agents upon request.

Cleaning and sanitization procedures shall be of the frequency such that it is necessary to protect against contamination. All facility areas will be kept in a clean and orderly condition and free from infestation of pests. Cleaning and sanitation procedures will be performed on a quarterly basis and entered into the ETS log. The on-duty Security Director or EMT will determine any maintenance schedule or inspection schedule changes should they be deemed necessary to maintain compliance. Any changes will be kept in the change log. Any changes made to the procedures will be noted in the version history. Any adverse events will be kept in log and will be added to the adverse event records.

The Cultivation Director will determine any maintenance schedule or inspection schedule changes should they be deemed necessary to maintain compliance. Any changes will be kept in the change log. Any changes made to the procedures will be noted in the version history. Any adverse events will be kept in log and will be added to the adverse event records.

The EMT will be responsible for maintaining all workplace safety records. These include emergency reporting and response protocols, OSHA guidelines, material handling protocols consistent with the toxicity and hazard posed by the materials stored onsite, verification of proper handling and storage

of materials, safety checks, records of all employee safety training and related documentation, and a documented history of any reports or violations of safety protocols or procedures or any failed safety checks of any kind—whether they be related to the operation or malfunctioning of equipment or visual spot checks.

Adverse Event Records. Maintenance of the adverse event log will be the duty of the Security Director. Such events include but are not limited to: workplace injuries, contamination, quarantine, recalls, adverse loss, failure mode analysis records, workplace accidents, reports of employee misconduct, OSHA violations, or CCC actions taken against any employee or against the organization, or any adulteration or unapproved changes to the logs or records.

Materials Records. An electronic material record will be kept and maintained by the EMT. On duty managers are responsible for maintaining CCC material logs that will be compiled in real-time in the ETS record and will compose the material log. CCC material logs will include the following records;

- Pesticides
- Sanitizing agents
- Solvents
- Any other inventory of materials used in the maintenance and sanitation of the facility

The Cultivation Technicians or agents will at the time of receiving new materials, enter the new material into the ETS record and notify the Cultivation Director that (i) a new material has entered the facility and (ii) the new material has been recorded into the corresponding ETS log.

It is sole responsibility of the Cultivation Director to maintain compliance with all materials and all material logs and corresponding safety, sanitation, and storage measures they require.

Security and Security Inspection Records. The Security Director alongside approved members of the The Pass's EMT will have sole access to all security records. All records and recordings will be kept at the facility in the dedicated security Limited Access Area (LAA) accessible to only the security manager so as to prevent adulteration, tampering, or unauthorized use of security apparatuses.

Security records and recordings held in the dedicated security LAA will be stored securely inside of a locked cabinet to protect from theft, adulteration, or loss. These will be kept for a minimum of four (4) years or, in the instance of notice of an official investigation, held until the investigation is resolved or notice of resolution is sent and recorded.

The Security Director will be responsible for the ongoing compliance and maintenance of all security systems such as alarms, cameras, surveillance equipment, electronic surveillance monitoring, notification systems and equipment. All records pertaining to the inspection, servicing, alteration, and upgrade of the security system will be logged and maintained and kept on file for four (4) years. These records will be available to the CCC and its agents within two (2) business days following a request.

Within two (2) business days following a request, The Pass will provide up to four screen captures of an unaltered copy of a video surveillance recording to the CCC, its authorized agents, law

enforcement, or other Federal, State, or local government officials if necessary to perform the government officials' functions and duties. If The Pass has been notified in writing by the CCC or its authorized agents, law enforcement, or other Federal, State or local government officials of a pending criminal or administrative investigation for which a recording may contain relevant information, The Pass shall retain an unaltered copy of the recording for four (4) years or until the investigation or proceeding is closed or the entity conducting the investigation or proceeding notifies the dispensary that it is not necessary to retain the recording, whichever is longer. The Pass will maintain a current list of authorized employees and service employees or contractors who have access to any security and surveillance areas. This list will be made available to the CCC or its authorized agents upon request.

All records and HD face-capture photographs will be available upon request and delivered to the CCC in no more than two (2) days. All records will have both an electronic and physical backup system.

The Security Director will be responsible for all security and security inspections and logs. Content of logs is listed below:

Cannabis handling or storage areas; areas where cannabis waste is handled; entrances and exits both inside and outside vantage points; all LAAs; rooms with exterior windows, exterior walls, roof hatches, or skylights, storage rooms and safes.

Alarm logs will include any instance, length, date/time, and location of events below:

Triggered duress alarm; triggered panic alarm; triggered smoke or fire alarm; triggered holdup alarm; triggered security alarm; triggered silent security alarm.

Security notification logs will include any failure notifications or notifications sent by 24/7 monitoring company.

Records of security inspections and equipment testing, and inspections will be logged in the ETS by the Security Director at the conclusion of the following required testing and maintenance:

Comprehensive annual test and inspection of all security systems, devices, motion detectors, alarms, notification systems and apparatuses by a CCC approved third-party alarm and security system vendors. Monthly maintenance inspections of all equipment to ensure all security apparatuses are functioning normally and are up-to-date.

Any failure of inspections—monthly or annual—will be recorded into the security inspection log as well as the adverse event log.

Transportation Records and Transport Manifests. The two designated delivery employees will be responsible for all recordkeeping on all deliveries. All driver IDs and color copies of IDs as well as current registration, proof of insurance, and inspection stickers will be kept on or inside the vehicle at all times. Records of all daily electronic notification sent to CCC via the onboard Wi-Fi system that include delivery routes, stops, and schedule will be kept and stored in the electronic transport log, and on both an electronic record system backup and physical backup.

Transport vehicle will be equipped with high-capacity memory storage and video surveillance Pro-Vision system that cover six (6) angles—four water- and weatherproof night-vision enabled cameras covering a complete 360° view of the vehicle and two cameras that cover the entirety of the interior of the vehicle front and back—and that start recording triggered by the firing of the ignition. It has a four-hundred and thirty hour (430 hr.) onboard solid state removable memory. Should the onboard event alarm go off, a separate file will be created that will entail fifteen minutes prior to- and immediately following said alarm event. Video event alarms or streaming recorded video can generate a high-fidelity JPEG still image at any one point. Image will contain a GPS marker on a map of where the vehicle was at the time the image was taken. Such events will be automatically logged in the removable locked storage onboard. Electronic erratic driving sensors and excessive speed sensors (adjustable preset not to exceed mph) will log erratic driving events or excessive speeds automatically alongside GPS locations on the systems onboard memory. Accidents, diversion, losses or other reportable events will be automatically recorded and logged replete with a GPS location of when and where the event took place.

All video is high-definition and can be live-streamed and recorded by the surveillance equipment at the grower/processor dedicated security LAA and on the high-capacity storage onboard memory for playback on or off site or by one of the vehicle operators not driving the vehicle. The video surveillance equipment will be accessible only to the security director and will be kept onboard behind a locking cage inaccessible to transportation employees to eliminate tampering of video. Software will also prevent file deletion by employees.

Each of the two delivery employees will wear a Pro-Vision BodyCam body camera. These have a 33GB internal non-removable memory capacity good for 12 hours of continuous recording. It can record mp3 audio, has night-vision, and can generate still images up to 1296p definition. It has a 150° field of vision. It will record continuously for the duration of the daily transport shift for both employees. Videos are time and date stamped. At the end of the day, these will be downloaded to the dispensary's onsite memory storage, labeled by time/date and by employee identification number and kept for four years or more. This will ensure cannabis will never leave the sight of the vehicle or of the employees or of the Security Director.

The Pass shall generate a transport manifest that accompanies every transport vehicle and contains:

- Name, address of each licensed Marijuana Establishment;
- Name and contact information of the licensed Marijuana Establishment employee who has direct knowledge of the transport;
- Name, address, and permit number licensed Marijuana Establishment including the contact information of the employee of the delivery recipient who has direct knowledge of the delivery;
- The quantity, by weight of each harvest batch and harvest lot contained in the transport, along with the identification number for each harvest batch and harvest lot;
- The date/time of departure;
- The date/time of arrival;
- Make, model, and license plate number of the transport vehicle;
- The identification number of each member of the delivery team accompanying the transport;
- When a delivery team delivers cannabis to multiple licensed Marijuana Establishments, the transport manifest will correctly reflect the specific cannabis for each in transit. Each

- recipient shall provide the dispensary with a receipt for the cannabis received;
- The Pass will provide a copy of the transport manifest to the recipient receiving the product described in the transport manifest. In the event of multiple deliveries, a separate manifest for each recipient will be prepared to maintain confidentiality;
 - Records of each transport manifest and any receipts for transport will be maintained and filed so as to be able to provide a copy to the CCC, its authorized agents, law enforcement, or other Federal, State or local government officials if necessary to perform the government officials' functions or duties.

Additionally, the manifests much match the cannabis in transit. A receipt will be printed and a duplicate copy recorded and stored in the electronic transport log and ETS. Individual manifests that match each of the receiving parties' distinct manifest will be printed and a duplicate electronic copy will be stored in the electronic transport log and ETS. Due to the onboard Wi-Fi of the transport vehicle, inventory can be tracked electronically in real-time regardless of vehicle location and deliveries can be validated and recorded at the grower/processor origin facility at the time of delivery.

If The Pass discovers a discrepancy in the transport manifest upon delivery or suspects or uncovers evidence of theft or diversion of product, The Pass will halt delivery and immediately report to the Security Director, and, upon Security Director's request and reconciliation, to the appropriate law enforcement authorities and CCC. A record of all such instances will be made and archived by The Pass and will include all pertinent details including communication of the event to the CCC and or law enforcement.

If the dispensary discovers a discrepancy in the transport manifest it will conduct an investigation. Amend the standard plan of operation, if necessary, to prevent future discrepancies between quantity and/or description of inventory delivered and the delivery manifest. Written records of all preliminary investigative reports will be sent to the CCC within seven (7) days of the adverse event and an electronic copy of the written final findings of the investigation report will be sent to the CCC within thirty (30) days and will be stored in the adverse event log and security log as well as CCC Report Log. The Security Director will be responsible for investigating, reporting, and recording into the corresponding logs all notices and communications regarding transport or adverse transport events.

Diversity and Placement Records. The EMT and Human Resource Manager will be responsible for the Diversity Plan and the Affirmative Action Plan and all records that entail employee placement records, utilization analyses, workforce analyses, and historical change log of diversity programs. DBEs and qualified vendors including the amounts spent on said vendors will also be recorded in real-time in the Diversity Log. These will be kept electronically. All mandatory cultural competency and unconscious bias training by designated EMT and management and proof of completion of training as well as official attendance records will be stored in the electronic Diversity Log.

Spending on diversity initiatives and diverse outreach programs as well as the resulting efficacy of those programs will be recorded by the EMT or Human Resource Manager as necessary. Recommendations and perceived programmatic weaknesses generated at the annual review of Diversity Plan, Diversity Log, and Affirmative Action Plan as well as corrective action decided upon

by the EMT will be recorded in the Diversity and Affirmative Action Plans and accounted for in the version history can change logs.

Personnel Records. The Security Director in coordination with EMT will be responsible for day-to-day activities including maintaining and updating personnel records and delegation of responsibilities to CCC managers. Personnel files will be generated at the time of hiring. These will include electronic records of each of the items listed hereunder:

Name, address, contact information, emergency contact information, previous work experience, CV or resume, gender, race, other miscellaneous publicly available information, background check results, fingerprints, benefits summary, interviewer report, name and EID of employee responsible for hiring said employee, EID number of employee, employment history—administrative actions, violations, reports of misconduct, performance history, quarterly performance reviews, and any other relevant employment data;

Cannabis Waste and Waste Disposal Records. The Cultivation Director will be responsible for overseeing Waste and Waste Disposal and Storage Plans. Cultivation Director will be one of two employees responsible for complexing cannabis waste. All waste will be tracked and recorded in the electronic waste disposal log and the waste storage log and in the ETS. Quantity, amount, types of waste, and signed affirmation of having met the unusable and unrecognizable visual standard for “pickup ready” waste prior to removal at permitted municipal landfill or for incineration will be logged and recorded electronically.

The Security Director will be the designated recall coordinator. Recalled or quarantined or contaminated product will be described, identified, weighed, and secured in red bags inside the waste disposal LAA inside the marked quarantine storage area. All entry into the quarantine storage will be restricted to the recall coordinator (Security Director). Waste entered into storage for disposal will be entered into the quarantine log. The EID number of the storing employee will be logged as well as a description of the reasons for entry and reasons for recall, contamination, or quarantine—whether voluntary or mandatory. All notices sent to and from the CCC regarding recalled waste disposal or quarantined waste will be entered into the quarantine log and waste storage log and in the ETS. Duplicate electronic records of correspondences will be kept in CCC reporting log. All logs and changes to logs will be kept for at least four years (4 yrs.).

Visitor Records. The Pass shall require visitors, including vendors and contractors requiring access to a limited access area in the dispensary facility to present government-issued identification, sign a visitor log, and wear a visitor identification badge that is visible to others at all times while in a limited access area. The visitor log will be signed upon entering and exiting limited access areas. A copy of the government-issued identification will be made and stored with the visitor log. The Pass will maintain a record of the log and the identification for four (4) years and will make them available for inspection at the request of the CCC and law enforcement, local law enforcement, and any other State or local government officials upon request if necessary to perform the government officials’ functions and duties. The log will include:

- The full name of each visitor
- The visitor identification badge number
- The time of arrival

- The time of departure
- The purpose of the visit
- Each area visited
- The name of each employee visited

Quality Control Records. Quality Control (“QC”) records will be maintained by the EMT (primary) and by the Cultivation Director (secondary). It will include the Quality Control Plan, Packaging and Labeling Plan as well as a change log and version history of both plans. QC records will be stored electronically and will contain:

Cannabis packaging date; EID of packaging employee; unique harvest batch or lot number; quality control process flow chart; weight, amount of cannabis; any instances of noncompliant packaging; visual examples of non-compliant packaging or labeling; visual examples of cannabis that are expired, damaged, deteriorated, mislabeled, contaminated, recalled, or whose containers or packaging have been opened or breached; any recorded instances of cannabis that are found to be expired, damaged, deteriorated, mislabeled, contaminated, recalled, or whose containers or packaging have been opened or breached; any instances of safety violations; any instances of employee misconduct or error.

In the event of a recall—whether initiated voluntarily or by the CCC—the applicant will follow a Recall Plan established by the recall coordinator, i.e. Security Director. Protocols will stress the maximal recall of cannabis and minimal public health risk. Records will be kept in the recall log and, when applicable, CCC records log, the latter of which is the internal repository for all official CCC communications and directives. Any press releases or media regarding the recall will be logged into the recall log by recall coordinator. ETS entries will encompass the following items:

The total amount of recalled cannabis, including harvest batches, harvest lots, and IDs; the recall coordinators names and EID numbers; from whom the recalled cannabis was received; the means of transport of recalled cannabis; the reason for the recall; the number of recalled samples or test samples, harvest batches or harvest lots sent to approved laboratories, and the names and addresses of approved laboratories, the dates of testing and results by sample or test sample; the manner of disposal of recalled cannabis, including the name of the individual providing oversight of the disposal; the name of the disposal company (when applicable); the method of disposal; the date of disposal; the amount disposed including harvest batches and harvest lots, plant IDs; and all other information required by the CCC.

QC protocols and the Quality Control Plan will be annually reviewed by the EMT. Procedures will be analyzed and evaluated by ongoing performance metrics and adjusted based on newly available technologies or other contributing factors.

CCC Records. The Security Director in coordination with the EM will be responsible for logging in the CCC a record of all official correspondences with the CCC. Log will be composed of the following:

Permit granting, renewal, suspension, or denials of permits or permit renewals; any program updates released online; diversity evaluations or recommendations from CCC; any program expansions in regions, number of permits granted; all applications and permits on file with

the CCC or issued by the CCC to the applicant; any mandates regarding action pertaining to recalls or quarantine issues by CCC; all reports sent by The Pass to CCC as to changes in fact or circumstance with respect to changes in control, ownership, site location, facilities changes, equipment changes, changes in operations, application, or activities; any and all notices of discontinuance; inspection and investigation notices, results, actions, recommendations or penalties; CCC reporting on the financial and operational facts on the program; any changes in advertising or marketing restrictions.

Quality Control and Quality Assurance Policies and Procedures

Sanitation and Safety best practices are paramount to the successful long-term operations of a Tier V cultivation. Among the areas addressed in The Pass Standard Operating Procedures are: contamination prevention, pest prevention, and cannabis handler restrictions. The Pass is committed to providing the highest quality cannabis possible.

The Pass is committed to continuous improvement and will remain at the forefront of technologies and methodologies that contribute positively to growing only the highest quality cannabis.

The Pass has also developed a procedure for maintaining the quality, security, and inventory control of cannabis via use of a specially designed Metro Dispensing Cart. The Pass's standard operating procedures and commitment to the hiring and training of the best employees will support the goal of providing the safest and most sanitary products to the adult-use marketplace.

Compliance

The Pass shall maintain its facilities in a sanitary condition to limit the potential for contamination or adulteration of the cannabis grown, stored or transported in/from the facilities. Below is a comprehensive list of QA/QC activities in which the The Pass will engage:

- Ensure that trash is removed properly and at regular intervals to guard against pest infestation.
- Floors, walls, and ceilings shall be kept in good condition and good repair.
- Use an integrated pest management (IPM) approach to protect against pests.
- Toxic materials will be labeled and stored so as to prevent the contamination of cannabis and in accordance with applicable laws and regulations.
- Ensure that all employees working directly with cannabis conform to sanitary practices while on duty including:
 - Maintaining adequate personal hygiene.
 - Washing hands thoroughly in adequate hand washing facilities before starting work and at any other times when their hands may have become soiled or contaminated and at all times before handling cannabis.
- The Pass will provide its employees and visitors with adequate and convenient hand-washing facilities furnished with running water at a temperature suitable for sanitizing hands:
 - Hand washing facilities will be located where good sanitary practices require employees to wash and sanitize their hands.
 - Effective nontoxic sanitizing cleansers and sanitary towel service.
- The Pass will provide its employees and visitors with adequate, readily accessible lavatories that are maintained in a sanitary condition and in good repair.
- The Pass's facilities shall comply with all other applicable State and local building code requirements.

Contamination Prevention through Sanitary Facility Accommodations. Cannabis will be grown in an enclosed and secure facility as well as in a fence outdoor enclosure. The building and facilities have been designed to accommodate sanitation and cleaning efforts that will ensure a suitable environment for clean sanitary cannabis.

Contamination Prevention through Controlled Environment. Transportation and storage of cannabis at The Pass's Tier V cultivation facility, including all sites therein, will be accomplished via the Metro Dispensary Cart and specialized TruckVault. A cart and vault are specifically designed to meet all of the needs of dispensing medicine in a secure and sanitary manner. The design specifications include drawers with "egg crate" adjustable dividers, a Seal Lock Bar which allows a seal to be put on each drawer after being filled and inspected, and a Lock Alert Keyless Touchpad with programmable codes for transportation agents and supervisors which can be changed daily.

The cart will be inspected and stocked then sealed and locked for transportation. Each morning the cart will be loaded with cannabis from the grow facilities and then transported to the MA licensed Marijuana Establishment. When the transportation agent dispenses cannabis the drawer seal will be broken by utilization of the key code. The drawers will then be closed and locked. This procedure will be repeated throughout the day as deliveries are made to licensed Marijuana Establishment(s). At the end of business, the cart will be transported back to the grow facility for inspection, inventory management, restocking, and sanitation.

Contamination Prevention through Sanitation Safeguards. All necessary precautions must be taken during the dispensing of cannabis to prevent contamination of cannabis and its packaging materials. These safeguards include, but are not limited to:

- Cleaning and sanitizing all equipment, containers, and other contact surfaces on a schedule that proactively prevents contamination.
- Controlling all potential vectors of contamination through documented procedures (SOPs), engineering controls (facility / equipment design), and routine maintenance (cleaning and replacement of consumable contamination prevention materials).
- Using sanitary handling procedures as per The Pass SOPs.
- Providing sanitary facilities with clean water appropriate for attending to the personal hygiene efforts of staff and visitors.
- Storing packaged cannabis products appropriately to prevent contamination and adulteration through the use of engineering controls that maintain the appropriate temperature, light, and moisture of the environment that cannabis products are stored in.
- Preventing cross-contamination and mix-ups between contaminated or adulterated marijuana and clean marijuana by having a designated storage cart for storing waste cannabis products such as damaged or recalled product.

Personal Hygiene and Cannabis Handler Restrictions. Pre-employment training will be provided to ensure that proper hygienic practices are employed by all staff in the facility. Employees will be required to maintain adequate personal cleanliness, including the practice of thorough hand washing for a minimum of 30 seconds before entering the facility for the work day and returning from a break, as well as after the use of the bathroom or any situation in which they expose themselves to an environment that may be a source of contamination. Frequent handwashing is the best means of controlling and containing contamination of hand contact with soiled or contaminated surfaces.

Antibacterial liquid soap or liquid detergent designed to remove contaminants, bacteria, and pathogens from the skin will be provided at all handwashing facilities and bathroom facilities. Single use towels or sanitary drying methods will be employed to sufficiently dry hands before returning to

work. This a personal hygiene good practice and hand drying should never be done with common use towels or physical means that is not of a sanitary nature. Adequate supplies of both soap and hand towels will be maintained through regular inspections of bathroom and handwashing facilities.

Handwashing. The facility is built to provide adequate and readily-accessible toilet facilities for all employees and visitors. Handwashing facilities will be located in all areas that require good sanitary practices for employees to maintain clean and sanitary hand conditions. Plumbing has been adequately designed to ensure proper operations and consumer product safety. The potable water system both meets and exceeds the EPA's primary drinking water regulations of 40 CFR 141. The potable water system is under continuous pressure, preventing possibility of contamination. Running water will be supplied at a suitable temperature to aid in the cleansing of soiled and contaminated hands to ensure sanitary conditions after handwashing. All drains are adequately designed for the amount of water flowing through them and are directly connected to the sewer with air-break or mechanical seal to prevent backflow.

As part of operations, periodic maintenance and regular cleaning will be scheduled in accordance with any and all CCC regulations. This will include a checklist for date, time, and initials for twice daily checks of all bathroom areas, verifying sanitary conditions exist, and are adequately stocked with toilet paper, soap, and single use paper towels or operational hand-drying devices.

Physical Barriers. Professional hygiene and attire will be utilized by all authorized employees dispensing cannabis medicine on behalf of The Pass. Employees will practice suitable personal hygiene and wear Tyvek or disposable suits, booties, and hairnets consistent with the sanitary practice according to The Pass SOPs governing personal hygiene and dress.

Employees will be required to immediately seek first aid in the event a cut or breakage of the skin occurs. At no time will an employee be allowed to handle products while an open wound exists in an area of the body that poses a risk to contamination. Employees will immediately remove themselves from dispensing areas and notify management if an incident occurs that risks contamination of products due to cuts or lacerations of the skin.

Massachusetts Food Handler Restrictions. In accordance with food handlers restrictions, employees will be restricted from food handling under the following conditions or ailments until they are resolved. A person suffering from Amebiasis until the etiologic organism is eradicated as proven by two consecutive negative stool specimens, obtained at least 24 hours apart, as verified by a physician. If antiparasitic treatment has been given, the specimens may not be collected sooner than 48 hours after treatment was completed. A person suffering from enterohemorrhagic E. coli until the etiologic organism is eradicated as proven by two consecutive negative stool specimens, obtained at least 24 hours apart, as verified by a physician. If antibacterial treatment has been given, the specimens may not be collected sooner than 48 hours after treatment was completed. A person suffering from shigellosis until the etiologic organism is eradicated as proven by two consecutive negative stool specimens, obtained at least 24 hours apart, as verified by a physician. If antibacterial treatment has been given, the specimens may not be collected sooner than 48 hours after treatment was completed. A person suffering from typhoid fever or paratyphoid fever until the etiologic organism has been eradicated as proven by three negative successive stool specimens collected at intervals of at least 24 hours nor earlier than 48 hours after receiving the last dose of a chemotherapeutic drug effective against Salmonella typhi or paratyphi, and no earlier than 1 month after onset. A person suffering from Hepatitis A, viral hepatitis, or jaundice of unspecified etiology

until 1 week following the onset of jaundice, or 2 weeks following symptom onset or IgM antibody positivity if jaundice is not present, as verified by a physician. A person suffering from persistent diarrhea until resolved or judged to be noninfective by a physician.

Operation, Cleaning, and Maintenance of Equipment.

1. All equipment involved in the transportation or storage of cannabis shall have Operation, Cleaning, and Maintenance outlined within its own Associated Document. It shall include precautions and protective equipment required for operation.
2. Each piece of equipment shall have a fully developed step-by-step guide to its operation.
3. Maintenance instructions shall be documented in a step-by-step guide within the Associated Document.
4. Maintenance schedules and descriptions of the maintenance shall be documented within the assigned equipment logbook.

Waste Management

All waste will be removed on a schedule that prevents infestation of pests. This schedule requires that waste be removed from the facilities at least once per day, more if necessary, and be disposed of properly.

Non-Hazardous Waste. All non-hazardous waste generated by The Pass will be stored, collected, and destroyed or removed from property.

Hazardous Waste. Any hazardous waste will be managed in accordance with all Federal and State laws, rules, and regulations related to hazardous waste. This includes sections 3001-3024 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C.A. §§ 6921-6939g), the Solid Waste Management Act (35 P.S. §§ 6018.101-6018.1003) and regulations promulgated thereunder.

Cannabis Waste. Cannabis waste will be disposed of in one of three ways:

- 1) Incineration in a commercial or municipal waste combustor in Massachusetts holding a valid permit issued by the Department of Environmental Protection (DEP). No fewer than two Cultivation Technicians or agents must witness and document destruction; or
- 2) Disposal in a landfill holding a valid permit issued by the DEP or by the appropriate state agency in the state in which the facility is located. No fewer than two Cultivation Technicians must witness and document disposal in the landfill; or
- 3) Grinding and incorporating the waste with solid wastes such that the resulting mixture renders the cannabis waste unusable. Once such waste has been rendered unusable, it may be (1) Disposed of in a solid waste management facility that holds a valid permit issued by the DEP or by the appropriate state agency in the state in which the facility is located; or (2) If the material mixed with the cannabis waste is organic material, the mixture may be composted.

The Pass intends to use option 3. All cannabis waste, municipal waste, and treated “pickup ready” waste that meets the “unusable and unrecognizable” internal standards as well as has undergone the compliant processing method will be kept in one of three dumpsters—two 4-yard dumpsters for municipal and cannabis waste and one 10-yard dumpster for “pickup ready” waste—in an enclosed, locked, LAA accessible to only the Cultivation Director, and Cultivation Technicians, Security Director, and escorted, authorized waste disposal vendors.

Bags will be color coded: **clear is cannabis waste; black is municipal and general facility waste; and white is treated “pickup ready” waste.** The amount of waste expected on a weekly basis is approximately 8.8 cubic yards.

Signage will be posted on the door in block letters that read “WASTE DISPOSAL AREA” and “Do Not Enter—Limited Access Area—Access Limited to Authorized Personnel and Escorted Visitors.”

The room will be kept at ambient temperature and will be kept under negative pressure to ensure that no disease vectors or contaminants from disposed materials or that result from the grinding or shredding process leave the area.

Equipment to be stored in the waste disposal area includes the commercial scale 100HP bulk dump feed material grinder with a 4-cubic yard capacity hopper; two 4-yard dumpsters; one 10-yard dumpster.

Regular cleaning and maintenance will occur on the date of pickup and removal and according to a weekly pickup frequency. Walls, surfaces, equipment, fixtures, and interiors will be wiped and cleaned with permitted sanitizing agents hydrogen peroxide, peroxyacetic acid, or a solution composed of the two. This will maintain a sanitary and pest-free waste disposal storage area. The separate and dedicated limited access area will otherwise be kept in an orderly and organized condition. Secured bags will be stored in their designated dumpsters as indicated by their color coding. Pick-ups will be scheduled with a weekly frequency such that no overflow shall occur.

Cannabis Waste Storage. Temporary disposal storage of cannabis, immature cannabis plants, seeds, or product that are expired, damaged, deteriorated, mislabeled, contaminated, recalled, or whose original packaging has been tampered with, breached, or otherwise compromised will be kept in an enclosed, locked, monitored, temperature and humidity controlled, ventilated limited access area (“LAA”) accessible to only the Cultivation Director, and Cultivation Technicians, Security Director.

Signage will be posted on the door in block letters that read “WASTE DISPOSAL AREA” and “Do Not Enter—Limited Access Area—Access Limited to Authorized Personnel and Escorted Visitors.”

Surveillance cameras will be posted inside and outside of the sole door for entrance and will be posted on the interior and exterior of the secured sally port. Cameras will have an unobstructed view and will be capable of high-definition face capture photographs.

All organic and biological material harvested from plants or the spent byproducts of the cultivation harvest cycle—including but not limited to spent growing media, plant roots, undesirable plant

materials, damaged or compromised product—will be handled by employees wearing PPE and placed into clear 55-gallon trash bags that will be tied, secured, and transported into the locked waste disposal area. All sealed bags will be placed into a dumpster that will be labeled “Cannabis Waste” so as to be obvious and distinguishable from the municipal waste disposal bin.

Municipal Waste Storage. All non-marijuana waste collected throughout the facility will be placed into black 55-gallon trash bags and will subsequently be secured, tied, and transported to the waste disposal room by employees wearing PPE and complying with the restrictions on food-handlers. All sealed bags will be placed into a 4-yard dumpster in the secured LAA that will be labeled “Municipal Waste” so as to be distinguishable from the “Cannabis Waste” 4-yard locking dumpster. Both dumpsters, their labels, and the bags—clear or black—will be obvious and distinguishable features that demark cannabis waste from municipal waste and from “pickup ready” waste.

Treatment of Stored Waste. Per internal SOPs, all cannabis waste must meet the “unusable and unrecognizable” standard before being designated for disposal at a permitted municipal waste landfill, or processed at a permitted resource recovery facility or incinerator. Therefore, The Pass must have a third type of storage to for waste that has been rendered “unusable and unrecognizable” called “pickup-ready” waste.

“Pickup-Ready” waste is the internal designation for waste that has met these standards. It entails that the method of rendering waste has met internal standards. Compliant methods of rendering waste unusable include shredding, grinding, or tearing. Applicant will follow waste treatment SOPs provided to all authorized employees. It will follow the shredding and grinding methodology for pre-treatment and complexation of waste prior to removal.

A Cultivation Director, and Cultivation Technicians, or Security Director wearing PPE will dump the contents of municipal and cannabis waste taken from each of the designated dumpsters at a ratio of 3:1 or greater (cannabis-to-municipal) into a commercial scale dump feed bulk material grinder. The grinder will be operated according to instructions. Material will be ground and shredded to a homogeneous particle size and fed into 55-gallon white trash bags. A visual inspection will be performed to ensure waste has met the standard and a record in the ETS will be kept. Cultivation Director, and Cultivation Technicians, Security Director will log: (i) employee ID numbers, (ii) time and date, (iii) type of waste, (iv) harvest lot or batch ID, (v) quantity or weight of waste processed, and (vi) a visual inspection attestation will be signed by both participating employees verifying that the “unrecognizable and unusable” standard was met and agreed upon by both.

“Pickup-Ready” Waste Storage. Secured, tied, white bags containing “pickup-ready” waste will be placed into a 10-yard dumpster labeled “Pickup-Ready Waste” to await pick up from permitted waste disposal vendor. Vendor will transport to a permitted municipal waste landfill or taken to be incinerated at a permitted waste incineration facility. This will occur on an as-needed basis.

Recalled Cannabis Storage. In the event of a recall, the disposal will be directed under the supervision of the Cultivation Director, or Security Director with the approval of the CCC. The applicant shall partition one of the regular 4-yard dumpster available in the designed waste disposal area in a smaller locked area within the LAA. This area will be marked by signage that reads “Quarantine Storage.” It will be accessible only to the recall coordinator who is to be the Security Director. All known recalled, quarantined, or suspected or known contamination hazards or contaminated products will be placed in red waste bags by the Security Director and will be recorded

into the ETS in the adverse event log. Bags will be secured, tied, and placed into the designated dumpster. They will stay there until the CCC is able to direct and coordinate the disposal of recalled product. Recalled product will not undergo grinding or shredding or treatment of any kind unless authorized by the CCC.

Any agent must report the unauthorized destruction of marijuana to the EMT, which must report any verifiable incident to the DPH and law enforcement in accordance with The Pass's Recordkeeping, Reporting, and Notifications policies. Following these strict policies will ensure that any marijuana that is disposed of is unusable and not at risk for diversion; The Pass's proposed Tier V facility was specifically developed to maximize security of every business activity and includes a secure internal loading bay for the loading of waste products.

Integrated Pest Management. The Pass will employ an integrated pest management program that consists of:

- Prevention of pests by good sanitary practices and facility design.
- Deterrence of pests by employing suitable pest management practices in and around the facility.
- Monitoring of pests by routine inspection and periodic microbiological testing of the facilities.
- Use of pest remediation services as needed.
- Ongoing monitoring and improvement of pest management practices.

Quality Control in Cultivation of Cannabis

Cultivation Practices and IPM. *Massachusetts Greenhouse Industry Best Management Practices Guide* stipulates that a quality control program has five key components:

- (1) the prevention of systemic problems;
- (2) the routine monitoring of crops and cultivation areas
- (3) accurate diagnoses of pests, diseases and other contaminants
- (4) the development of "control action thresholds and guidelines"
- (5) effective managerial decision-making.

The Pass's Cultivation Director will incorporate life stage vulnerabilities, nutrient deficiencies, tolerance thresholds and action conditions as significant factors in all quality control related decision-making.

The Pass's IPM program targets the provincial pests population and addresses contaminants endemic to the region following these specific pest- and disease-detection/mitigation measures:

- Use of indicator plants for early detection of diseases, rot, mold, pests, and contaminants.
- Use of yellow markers for pest identification and pest control.
- Use of low oxygen atmospheres using CO₂ to induce morbidity in adult insects.
- Use of organic pesticides and fungicides including foliar sprays and fumigation.
- Use of scouting records of pests and contaminants to preempt or quarantine outbreaks.

- Use of potato disks to monitor fungus gnat larva.

From an architectural perspective, The Pass has designated clean rooms prior to entering the cultivation rooms. Authorized employees must change into sterile clothing before proceeding into any room containing cannabis. Workers will undergo rigorous training in the safe handling and quarantining of plants. Frequent hand washing and disposable gloves will be required along the entire chain of custody and will be discarded for proper disposal at the end of the day. All handling will take place on food-grade stainless steel tables. These systems ensure consistent production of quality cannabis for adult-use consumers. We will routinely inspect and internally audit organic compliance.

The success of the quality control program depends on objective measurement to serve as benchmarks. Cannabinoid profiling of each batch of cultivated product will provide such benchmarks, showing longitudinal trends in the cannabinoid ratio, purity, and revealing the presence of any contaminants as well as satisfying CCC testing requirements.

The Pass's quality control testing program is being evaluated and developed in partnership with MCR Labs (MCRL) of Framingham, Massachusetts. We will obtain a Letter of Intent describing the testing program from MCRL now, and upon the condition of our licensure, The Pass plans on engaging MCRL as our third-party product testing laboratory; MCRL employs ISO-17025 recommended statistical approach to sampling and EPA, USP, and WHO safety guidelines. All samples will be sourced from salable products and will be tested with high performance liquid chromatography (HPLC), mass spectrometry (LC-MS-MS); quantitative polymerase chain reaction (qPCR); and/or Atomic Absorption Spectroscopy (AAS). These will include onsite audits and plant sampling and materials testing as well as large volume screens (tests) available from Medicinal Genomics for early detection of pathogens.

The Pass's R&D plans include a selective breeding program that employs current biotechnologies and advanced genomics towards the creation of a robust propagation system. The Pass has engaged a trained commercial cultivator as the on-site Cultivation Director, and the Executive Management Team has subject matters experts with experience in large scale cannabis operations. The Pass's core team are all method-based individuals with academic backgrounds; data collection and performance analysis are embedded in the business.

The Pass's carefully designed architecture, quality control measures, and IPM program are internally developed and consultant-verified, conceived to comply fully with the internal mandatory quality assurance standards of the industry.

Financial Recordkeeping

Accounting and Bookkeeping. All accounting and bookkeeping will be performed by CohnReznick in accordance to the Operating Agreement in and in compliance with federal, state, and local tax laws using QuickBooks Online for instant and real-time account updates and management of the Chart of Accounts (CofA). These practices will be reviewed quarterly or upon changes or updates to 935 CMR 500 and will be audited yearly to ensure best practices and ensure our accounting, bookkeeping, auditing and tax compliance is deployed efficiently throughout the business.

Business Records. All business records will be the responsibility of the Executive Management Team (EMT) and will be filed and tracked electronically. All physical documents will be kept on file as well as scanned and filed electronically. Electronic records will consist of the following:

Assets and liabilities; current and historical ownership /“cap table”; investor lists; insurance and escrow requirements; licensing fees; monetary transactions; penalties assessed; renewal fees; CCC change fees; monetary transactions; sales records; books of accounts including journals, ledgers, supporting documents, agreements, checks, invoices, vouchers, signed forms, vendor contracts, supplier agreements; employee salaries and wages and compensation; executive compensation; bonus, benefit, or item of value paid to any individual affiliated with The Pass; quantity amount sold over the initial twelve month (12mo.) period and each three month (3mo.) period thereafter; retail projections based on wholesale and retail market rates per inventory on-hand; and any and all other documentation the EMT elects to track and file or deems pertinent.

Business records will be reviewed quarterly by the EMT. They will be used in profit forecasts, P&L statements, and to assess the financial health of the Marijuana Product Manufacturer.

Age 21+ Restricting Plan

No Dispensing to Anyone Under 21 Years of Age

The CCC does allow for dispensing to adults or people, but only for those **over** the age of 21. Therefore, to ensure safety and compliance with the municipal and state law under 935 CMR 500 and under the regulations promulgated and updated from time-to-time by the regulating state agency the Cannabis Control Commission (CCC), The Pass, it's Executive Management Team (EMT) and it's Security Director will limit all activities to dispensing of cannabis.

The Pass acknowledges that in order to dispense cannabis to adults over the age of 21 in the Commonwealth of Massachusetts, they must first apply and obtain a retail license for doing so, which is a discrete and separate form of licensure.

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

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

Security

The Pass will hire an experience Security Director to oversee anti-diversion and security policies as well as age-restricting enforcement. To ensure the Security Director has the ability to cover all the personnel within the facility as well as all corners of the facility, the facility will be equipped with myriad security features.

Security features of the facility's premises will include:

- High definition (1080-p) outdoor pan-tilt-zoom cameras and supplemental outdoor security lighting, designed and installed in an overlapping layout with no blind spots;
- Primary and backup motion and seismic alarm sensors with battery backups enabling at least 12 hours of operation in the event of power outage;
- Prominent signs, posted every twenty feet around the facility, reading: "No Unauthorized Access. Alarm System Armed. You Are Under Video Surveillance";
- No large bushes, trees or objects that could provide concealment or unauthorized access will be allowed closer than fifty feet from the facility's perimeter;
- All entrances and exists to the facility will be equipped with motion and seismic alarm sensors and heavy-duty steel doors that automatically close and securely lock;
- The personnel entrance is only accessible using RFID key codes or through escorted access;
- Entrance will have a trained employee who will restrict access to the service area;
- All rooms having windows are to be protected by fixed 1080p Cameras;
- The roof will be equipped with pan-tilt-zoom security cameras, motion sensors, supplemental security.

Applicant's operations zone will feature a secure storage limited access areas (LAAs). It shares no exterior walls and is accessible only by the Retail Manager, Security Director and authorized

personnel. Signage will be posted in block letters that read “MARIJUANA PRODUCT STORAGE” and “Do Not Enter—Limited Access Area—Access Limited to Authorized Personnel and Escorted Visitors”. These zones will be biometrically locked and require pin pad entry and RFID card to open.

Security features of the facility’s outdoor premises will include:

- High definition (1080-p) outdoor pan–tilt–zoom cameras and supplemental outdoor security lighting, designed and installed in an overlapping layout with no blind spots;
- Primary and backup motion and seismic alarm sensors with battery backups enabling at least 12 hours of operation in the event of power outage;
- Prominent signs, posted every twenty feet around the facility, reading: “No Unauthorized Access. Alarm System Armed. You Are Under Video Surveillance”;
- No large bushes, trees or objects that could provide concealment or unauthorized access will be allowed closer than fifty feet from the facility’s perimeter;
- All entrances and exists to the will be equipped with motion sensors and heavy-duty 12’ tall steel fencing with heavy gauge bolt locks.
- IR laser detection systems at the height of the fencing to send alerts to the Security Director should an unauthorized person(s) attempt to climb the fence.
- Posted operational hours during which time only authorized agents are allowed inside of locked perimeter fencing.

Perimeter fencing and season security when the outdoor cultivation is operational will ensure no one under the age of 21+ or no one person period diverts or procures cannabis from the retail establishment off hours.

Deterrence

The main engine of The Pass’s plan to restrict access to those age 21+ is to deter the events from occurring in the first place. Employees, outside vendors, customers, or visitors should be able to see signs posted on the premises indicating the threat of surveillance and the threat of reporting suspicious behavior. Moreover, secured Limited Access Areas (LAAs), biometric locks, hidden cameras, training, clear and vigilant incident reporting, onsite presence of Security Director, and cooperation with local Sheffield PD, the electronic tracking system (ETS), as well as 360-degree pan-tilt cameras that can take HD images and time-stamped footage over all areas where cannabis is handled, evidence to the potential diversion threats, such an activity will inevitably be caught and prosecuted, likely while it is happening or shortly thereafter. Building in a culture of security is important to preventing diversion and The Pass will integrate that mindset in the following ways:

- Spot check security compliance training led by Security Director.
- Random screening of employees and visitors.
- ID/Age Verification
- Adherence to policies and procedures.
- Mock drills to ensure employees are trained and act according to plan.

- Hidden cameras to ensure all those in facility are behaving when “unwatched.”
- Training on the alarm systems, and on when and how to use them.
- Regular semi-annual audits of Security Policies and Procedures.
- Regular audits of Inventory Logs and ETS.
- Regular audits of Security and Surveillance Systems.
- Regular audits of Alarm Systems.
- Regular audits of POS software to ensure no tampering

Training and deterrence as well as comprehensive security plans enabled by a knowledge of the parameters of the scope of our retail establishment license will ensure no one under the age of 21 handles, procures, or diverts cannabis nor are they allowed into the facility.

PERSONNEL POLICIES AND PROCEDURES

The Pass: Executive Management Team (EMT)

Co-Founder and CEO: Chris Weld. Founder and CEO of Berkshire Mountain Distillers (BMD) Chris Weld brings award-winning commercial horticulture and manufacturing experience to The Pass. Chris will leverage his expertise in botany – 10-plus years of cultivating botanicals for commercial use in BMD spirits, and commercial organic compliant orchard for a decade – systems and process engineering, and rigorous compliance - 2x/mo. federal filing and 1x/mo. MA filing for BMD - to drive consumer value across all products and fulfill the many technical and operational challenges inherent to commercial cultivation and manufacturing in regulatory-driven industries.

For example, Chris worked in two regulated industries over his lifetime. He has excelled in the highly regulated alcoholic beverage and spirits industry in Massachusetts and nationwide creating craft consumable products for adult use, a skill which he will bring to The Pass. BMD's Greylock Gin named “#1 Craft Gin in the US” by the New York Times and a Gold Medal Winner at SF Spirits Competition. Berkshire Bourbon Whiskey is Gold Medal Winner in Jim Murray's Whiskey Bible. Ragged Mountain Rum is now a Double Gold Medal Winner at SF Spirits Competition. However, before BMD, Chris had a 20-year career in emergency medicine, including a DEA RX number. He was never cited for violations and never had a single infraction. Not only does Chris excel in craft consumer products but he has history of doing so while maintaining strict compliance with changing municipal, state, and federal laws.

Chris's entrepreneurial experience stretches outside of alcohol and spirits. Chris has a design, build, and construction firm with his architect wife Tyler for 15 years and has extensive knowledge of permitting and building codes that will drive The Pass design and buildout. He has a B.A. Biology and Biochem from Skidmore College and a M.A. Emergency Medicine. He lives with his wife and three kids in Great Barrington, MA.

As CEO, Chris is responsible for company operations, including diversity and community impact plans, compliant construction, design and buildout of the cultivation facilities across two sites in Sheffield, profits and losses (P&L), production planning and inventory management (PPIM), equipment and equipment maintenance schedules. company reporting, company compliance, emergency preparedness, and has final accountability on all SOPs and Policies and Procedures. From time to time, he may take on other duties as determined by the EMT.

Co-Founder and President: Michael S. Cohen. Michael is an accomplished entrepreneur and investor who will apply his expertise in building connections between ethical brands and consumers to the emerging cannabis industry. As a mid-90's pioneer of the Internet advertising business, Michael helped establish the value of the Internet as a marketing channel. With cannabis and The Pass, communication and education takes on an outsized role, and Michael will be instrumental in supporting the evolution of the nascent market in Massachusetts. Michael will drive a high-integrity adult-only brand strategy and clear communication and educational outreach for The Pass while overseeing the company's daily operations and investor relations.

Michael is a serial entrepreneur and founder. His first venture was as the Founder and President of iballs Internet Media, which sold to Avenue A (Aquantive) a successful company IPO in 2000 and was later acquired by Microsoft \$6.5B in 2009. His vision grew a small startup into an enormous

enterprise value, and will ensure The Pass's ethical adult-use business model maintains integrity while it grows alongside the nascent industry. He looks forward to working with a diverse workforce, enabling access to new generation of young entrepreneurs, and showing how businesses can best grow His second venture was as founder of East Yoga Center studio in NYC his wife in 2004, which eventually sold 2010. He is also a partner of Modern Green Home (Oza Sabbeth Architecture) in Bridgehampton, NY. Having ethical business leadership in a competitive regulated marketplace is an important quality Michael and The Pass brings to the MA adult-use cannabis landscape.

Michael has overseen brand strategy for such firms as Kodak, IBM, Fila, Mecox Gardens, Weplay, Goodfriend Motors, Edible Communities. As an investor in Merida Capital, he knows what good business fundamentals are in the cannabis space.

Michael has B.A. in English from Tufts University and an MBA in Marketing from Columbia University. He lives in Great Barrington, MA with his wife, three children, five dogs, rabbits, chickens, and horse.

As President, Michael is in charge of the business operations and investor relations. He has dual responsibility for the fiscal health of the company alongside Chris. He is responsible for personnel, HR, accounting and bookkeeping practices, financial recordkeeping, vendor and licensing relationships, compliant and ethical marketing and advertising, and other duties as the EMT may designate from time to time.

Chief Strategy Officer: Nial C. DeMena. Nial DeMena is a technically proficient, resourceful, and cross-disciplinary leader of the cannabis industry. His ability to efficiently distill and disseminate new information, and his hands-on approach to product development design, manufacturing, and commercialization will help drive company strategy and execution from pre-seed to post-sale.

As an entrepreneur, Nial is the Founder and CEO Manna Molecular Science, LLC in which time – less than 2 full years of operation – he has expanded his business into over 10-plus legal cannabis states and beyond a \$20M valuation, employing fifteen in the process. Manna Molecular Science is represented on the NCIA Board of Directors by former NCIA President Ean Seeb of Denver Relief Consulting. He has developed at Manna alongside world-class pharmaceutical scientists – inventor of Mylan's Fentanyl patch, MIT Ph.D formulation chemist, tenured Pharmaceuticals professor – a successful industry-leading cannabis-infused transdermal patch using semi-autonomous robotics. He continues to run the company and expand evidence-based cannabis medicines and delivery forms for the national and Massachusetts market while serving as CSO to The Pass.

Nial has worked in the legal MA medical spaces, too, as the former COO of Manna Wellness, Director of Community Development for The Greenway Wellness Foundation, and was one of the original Co-Founders of Temescal Wellness, Massachusetts before leaving for Manna Molecular Science. He has a B.A. English, Colby College and a M.A Rhetoric and Technical Writing from Virginia Tech.

He will bring his extensive network and industry leading entrepreneurial expertise to guide and set the compliance and business strategies for The Pass.

Key Personnel

Cultivation Director: Peter Steimer. After earning a B.S. in Plant Science from the University of Delaware in 2012, Peter immediately began a career in the pesticide industry upon graduation. Working for DuPont Crop Protection, he gained valuable experience in experimental design, product evaluations in terms of safety and efficacy, as well as being responsible for growing over fifty species of problematic weeds and agricultural crops in both a greenhouse and open field setting. In addition, time spent with DuPont helped to reinforce the importance to strictly adhere to all state and federal regulations pertaining to waste removal, plant tracking, and overall safety standards in the workplace.

After nearly six years in the pesticide industry, Peter recognized the rising need to provide people access to medicinal cannabis and moved to Bridgton, Maine to pursue work in the cannabis industry. His horticultural skills and work experience was aligned with the long term goals of the industry in Maine.

Currently, Peter works as the Assistant Manager of Cultivation for Canuvo, one of Maine's eight licensed medical cannabis companies. For the past eighteen months and for the time being, Peter is leading a team of four to eight Cultivation Associates to ensure high quality, clean cannabis is harvested on a predictable and timely schedule.

The Pass believes Peter has the skill set to take over a larger cultivation and production budget as well as manage a team of Cultivation Technician's as the company's full time Cultivation Director.

Cultivation Director is responsible for inventory management and storage, Cultivation Technician's production schedules, hygienic cultivation best practices, integrated pest management, compliant use of pesticides, compliant reporting, quality assurance/quality control, equipment hygiene and routine equipment cleaning and maintenance, and all cultivation personnel.

Cultivation Technicians (4x). Cultivation Technicians are responsible for cultivar propagation, cultivation, harvest, curing, and strain development under the direction of the CD. CAs will proactively monitor and record cultivation conditions and oversee individual plant health, identifying, reporting, and correcting anomalies on a daily basis.

Security Director. Security Director is responsible for compliance with CCC regulations and municipal regulations applicable to The Pass's operations. SD will verify and maintain software and technology in place to adequately provide oversight, security, and monitoring in all required areas; advise internal management on the implementation of compliance and security programs; operate compliant waste disposal plan; oversee compliant transportation of usable cannabis as well as manage two transportation agents; monitor compliance systems, policies, and procedures to ensure effectiveness; take responsibility for communications with the CCC and for incident reporting; oversee emergency policies and procedures. SD will regularly patrol facility and cultivation spaces and be a strong physical presence in and an assuring face of The Pass

Transportation Agents (2x). Transportation agents are responsible for safe, efficient, and compliant delivery and transportation of usable cannabis between Site 1 and Site 2 and to retail and wholesale partners. TAs will work closely with the SD to ensure safe transport. TAs must also exude The Pass's culture of responsibility and serve as public faces of the

organization. Must be cooperative with authority figures and able to comply with complex CCC regulations.

Chief Financial Officer (CFO). The Pass's CFO has final authority for all financial reporting, accounting methods, financial recordkeeping and for reporting to the EMT and CEO on a regular basis. CFO institutes all compliant financial and tax recordkeeping at the local, state, and federal level.

Controller. The controller assists the EMT and CPA with bookkeeping, accounts payable/receivable, payroll administration, tax preparation and filing, and other financial reportage as required by the Board of Directors, CCC, or other authority.

Human Resources Manager. The HR Manager reports to the CEO and President on all matters pertaining to the hiring and staffing policies and procedures, current staffing and training needs, compliance training, CCC personnel regulations and changes thereto. HR Manager has authority of diversity goals and for enacting the organizational and community outreach necessary to meet goals. Individual is charged with day-to-day workplace training and with compliance with federal, state, and municipal law.

Personnel Recordkeeping

HR Manager will be responsible for maintaining and updating personnel records and delegating responsibilities to department managers. Personnel files will be generated at the time of hiring. These will include electronic records of each of the items listed hereunder:

Name, address, contact information, emergency contact information, previous work experience, CV or resume, gender, race, other miscellaneous publicly available information, background check results, fingerprints, benefits summary, interviewer report, name and EID of employee responsible for hiring said employee, EID number of employee, employment history—administrative actions, violations, reports of misconduct, performance history, quarterly performance reviews, and any other relevant employment data; proof and attendance records of training, certification.

Personnel Training Program

All employees hired to work at will be qualified and licensed as a marijuana establishment agent and, additionally, will be properly trained to serve in their respective roles in a manner setting up for success and consistency in regulatory compliance.

All marijuana establishment agents will be 21 years of age or older in compliance with 935 CMR 500.030. Similarly, no marijuana establishment will be hired who has been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Additionally, all marijuana establishment agents will meet the requirements of 935 CMR 500.802. In the event that discovers any of its agents become unsuitable for licensure as marijuana establishment agents, will terminate the agent's employment and notify the Commission within 1 business day that the agent is no longer associated with the establishment.

Pursuant to 935 CMR 500.105(2), and before performing any regulated job activities, each of marijuana establishment agents will complete a -specific training program customized for the roles and responsibilities of the agent's job function. This agent training will, at minimum, include the Responsible Vendor Program to be established by the Commission and at least eight (8) hours of on-going training annually.

On or after July 1, 2019, all of current owners, managers, and employees –regardless of function – will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annually required responsible vendor training to marijuana establishment agents. All new, non-administrative employees will complete the Responsible Vendor Program within 90 days of employment. As required, all owners, managers, and employees will subsequently complete the continuing vendor responsibility program courses once every year thereafter.

Records of responsible vendor training program compliance will be maintained for at least four (4) years per Commission regulations.

As part of overall training, marijuana establishment agents will receive training on a variety of topics, including but not limited to the following:

1. Marijuana's physical effect on the human body, including variations in different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors and full training on the components of Diversion Prevention Plan;
3. Compliance with seed-to-sale tracking, storage and inventory management
4. requirements;
5. Training on secondary identification checks, including acceptable forms of
6. identification and recognizing fraudulent documents;
7. All other areas of Responsible Vendor training as determined by the Commission; and
8. Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.

Our training program is based on the above listed policies and procedures to insure proper and full compliance to the above listed standards. Each employee is to be trained on schedules, system, communication and staffing requirements. They are to be trained on state CCC regulations, and regarding job qualifications such as listed below:

- Facility Entrance/Egress
- Proper Decorum and Behavior on Premises
- Hygienic Practices
- Badging Requirements
- On Duty Responsibilities
- Cultivation Policies and Procedures (when necessary)
- Storage of Cannabis
- Disposal and Waste Management
- Compliant Packaging
- Incident Reporting and Escalation
- Anti-diversion Methods and How to Detect Diversion
- Accidents, Diversions, Losses, “Reportable Occurrences.”
- State and Municipal Inspection Requirements and Policies
- Emergency Preparedness
- Alarm, Security Procedures
- Workplace Safety
- Real-Time Inventory Management Training
- Electronic Tracking System Training
- Transportation Manifests and Transportation Protocols.

Training records for each employee will be maintained for at least four years. Training will be updated and refreshed annually or more frequently as needed, such as in the event of a CCC approved change in protocol. Compliance with procedure will be monitored on an ongoing basis through internal audits and performance reviews. Training will feature full mock “dry runs” prior to operations. These will be graded on a pass/fail basis by the Security Director or departmental Director.

Training and Performance Evaluation. Employees will be fully trained and will demonstrate proficiency in performing all on-duty activities prior to being authorized to perform duties without direct supervision. The training will include training on all equipment being utilized. Ongoing training, internal audits, and performance evaluations will ensure that the processes achieve and maintain the highest degree of quality and suitability for maintaining the quality of the useable marijuana for dispensing and the ongoing compliance of the packaged and labeled products.

Diversity and Placement Records. The HR Manager will be responsible for the Diversity Plan and the Affirmative Action Plan. All records that entail employee placement records, utilization and workforce analyses, and historical Change Log of diversity programs. DBEs and qualified vendors including amounts will also be recorded in the Diversity Log electronically. All cultural competency and unconscious bias training and official attendance records will be stored in the electronic Diversity Log.

Spending on diversity initiatives, diverse outreach programs, and program efficacy will be recorded by the HR Manager. Recommendations generated at the annual review of Diversity Plan, Diversity Log, and Affirmative Action Plan will be recorded in the Diversity and Affirmative Action Plans and accounted for in the version history and Change Log.

Personnel Policies Including Background Checks

The Pass will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. At a minimum, will maintain the following personnel records: 1) job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions; 2) personnel records for each marijuana establishment agent; 3) a staffing plan that will demonstrate accessible business hours and safe conditions; 4) personnel policies and procedures; and 4) all background check reports obtained in accordance with 935 CMR 500.030. will employ marijuana agents to fill the following job roles for its marijuana cultivation facility in Sheffield:

- Director of Cultivation
- Cultivation Technician (4x)
- Security Director
- Transportation Agents (2x).
- Chief Financial Officer (CFO)
- Controller.
- Human Resources Manager

Marijuana Agent Personnel Records. Personnel records for each marijuana agent (as defined in 935 CMR 500.002) will be maintained for at least twelve (12) months after termination of the agent's affiliation with and will include, at a minimum, the following: 1) all materials submitted to the Commission pursuant to 935 CMR 500.030(2); 2) documentation of verification of references; 3) the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision of the marijuana agent; 4) documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters; 5) documentation of periodic performance evaluations; 6) records of any disciplinary actions taken; 7) notice of completed responsible vendor and eight-hour related duty training; 8) results of initial background investigation, including CORI reports; and 9) documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident. These personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team.

Marijuana Agent Background Checks. In addition to completing the Commission's agent registration process, all agents hired to work for will undergo a detailed background investigation prior to being granted access to marijuana cultivation facility or beginning work duties. Background checks will be conducted on all agents in their capacity as employees or volunteers for the cultivation facility pursuant to 935 CMR 500.100 and will be used by the Security Director, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR

2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.

For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), will consider: 1) all conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction; 2) all criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability; and 3) where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.

The Pass will make employment suitability determinations in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, will: 1) comply with all guidance provided by the Commission and 935 CMR 500.802; 2) consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, will consider the following factors:

1. Time since the offense or incident;
2. Age of the subject at the time of the offense or incident;
3. Nature and specific circumstances of the offense or incident;
4. Sentence imposed and length, if any, of incarceration, if criminal;
5. Penalty or discipline imposed, including damages awarded, if civil or
1. administrative;
6. Relationship of offense or incident to nature of work to be performed;
7. Number of offenses or incidents;
8. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
9. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
10. Any other relevant information, including information submitted by the subject; and
11. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

Upon adverse determination for a particular applicant, will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement. After 10 business days, if the applicant does not dispute the contents of the report and no applicant-provided statement gives cause to alter the suitability determination, an adverse action letter will be issued providing the applicant information

on the final determination made by along with any legal notices required. All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.

The will cause its background screening to be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission. Any references provided by the marijuana agent will be verified at the time of hire. As deemed necessary, individuals in to be hired for key positions with unique and sensitive access (e.g., members of the executive management team) will undergo additional screening, which may include interviews with prior employers and/or colleagues. As a condition of continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Registration Cards (as that term is defined in 935 CMR 500.002) annually and submit to other background screening as may be required by or the Commission.

Staffing Plan and Business Hours

Hiring and Recruitment. Human Resource Manager will engage the executive management team and supervisory staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. The Pass's hiring practices will include but are not limited to the following and apply to all types of working situations including hiring, firing, promotions, harassment, training, wages and benefits:

1. Equal Employment Opportunity Commission (EEOC) Compliance;
2. Diversity Plan;
3. Plan to Positively Impact Areas of Disproportionate Impact;
4. Background Checks and References;
5. Mandatory reporting of criminal convictions (and termination if
1. necessary);
6. State and Federal Family Leave Act;
7. Workplace Safety Laws;
8. State and Federal Minimum Wage Requirements; and
9. Non-Disclosure and Non-Complete Agreements
2. Standards of Employee Conduct

The Pass's mission is to provide a professional workplace free from harassment and discrimination for employees. has a zero-tolerance policy on harassment or discrimination based on sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic contravenes Code of Conduct. A broad range of behavior could constitute harassment and/or discrimination. In general, harassment is any verbal or physical conduct that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; 2) as the purpose or effect of unreasonably interfering with an individual's work performance; or 3) adversely and unjustifiably affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. All harassment

or discrimination by employees is strictly prohibited. Furthermore, harassing or discriminatory behavior of non-employees directed at employees or customers also is condemned and will be promptly addressed.

Violence and Weapons in the Workplace. Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. The Police Department and other law enforcement authorities, as applicable, will be contacted immediately in the case of a violent event. Weapons are not permitted at facility by employees, customers, or any other parties. Agents (including employees) found carrying weapons at facility will be immediately terminated. Vendors or other visitors to the facility found carrying weapons on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment. In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire. The required attire for registered marijuana agents at facility varies based upon required duties. New hire training will define appropriate attire for each role and the Human Resources Manager will be responsible for ensuring compliance with all requirements is met.

Business Hours. Operating Hours: M-S – 8 AM – 8 PM

Overview of Personnel Policies and Procedures

Standard Employment Practices. The Pass values and thrives off of the contributions of its management and staff positions. intends to be a market leader in workplace satisfaction by offering competitive wage and benefits packages and nurturing a corporate culture that values meaningful work-life balance, complete transparency and accountability and service to the community.

Advancement. The organization will be structured hierarchically with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases. pledges to be an equal opportunity employer and advancer of its employees. See Diversity Plan for greater detail.

Written Policies. The Pass's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et. seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

Investigations. The Pass will develop policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay remain compliant with 935 CMR 500.000 et. seq.

Designated Outside Counsel. The Pass may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Job Classifications. Positions are categorized by rank and by department. The executive management team oversees the overall success toward achieving the company's mission. Founders, and are responsible for implementation of the mission and the greater executive management team is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Directors, Management/Supervisors, and Non-Management Employee Staff.

Work Schedules. Work schedules will be either part-time, full-time, or salaried, depending on the specific position. Schedules will be set according to the needs of each department as determined by the applicable department director and the supervising executive manager. It is the department Director's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. The departmental Director will also ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Community Service Days. There will be a mandatory reoccurring company-wide meeting on a quarterly basis. All full-time employees will be notified of their required attendance. The Pass will also organize and encourage employee participation in community service activities in Sheffield. The Pass pledges to pay employees for up to two community service days per calendar year.

Breaks. Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth of Massachusetts.

Performance Reviews. Performance reviews will be conducted by executive or departmental directors. Reviews will be conducted at three-month intervals for new employees during the first year of employment and at 6-month intervals thereafter. A written review will be provided to, and signed by, the employee under review. Reviews must be retained in each employee's personnel file and treated as a personnel record in accordance with The Pass's Recordkeeping Policies. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

Leave Policies. The Pass's leave policies will comport with all state and federal law. All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least 2 weeks in advance and approved by the employee's department manager. The Pass will determine which holidays will be observed and which departments will not be required to work. The Pass will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager. Internships may either be part-time or full-time depending on the development of internship training program and the company's then-existing staffing needs.

The Pass anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;

- Presidents' Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies

Purpose. The Pass's discipline policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below have been designed for consistency with organizational values, best practices, and employment laws. The Pass reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense – each offense will be reviewed and remediated on a case-by-case basis. The level of disciplinary intervention may also vary. The procedure outlined below is intended to provide guidance to the Human Resources Manager and executive management team and not bind them in any given disciplinary scenario. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on organization.

Procedure.

Step 1: Counseling and Verbal Warning. Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem. Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning. While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences. During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

Step 3: Suspension and Final Written Warning. There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the

employee or others, the immediate supervisor may suspend the employee pending the results of an investigation. Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager and the Human Resources Manager. Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status. Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, will endeavor to exercise the progressive nature of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, reserves the right to combine and skip steps depending upon the circumstances and severity of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action. Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee. Notwithstanding the foregoing, nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between and its employees.

Appeal Process. Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution. If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present information.

Performance and Conduct Issues Not Subject to Progressive Discipline. Behavior that is illegal is not subject to progressive discipline and may be reported to the Police Department or other law enforcement authorities. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and are grounds for immediate termination.

Documentation. The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment.

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from The Pass, his or her

supervisor must contact the Human Resources Manager to schedule an exit interview, typically to take place on employee's last workday.

Types of Separation.

1. Resignation

Resignation is a voluntary act initiated by the employee to end employment with The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire and will not receive accrued benefits. The resignation date must not fall on the day after a holiday.

2. Retirement

An employee who wishes to retire is required to notify his or her department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of to give special recognition to valued employees at the time of their retirement.

3. Job Abandonment

An employee who fails to report to work or contact his or her supervisor for two (2) consecutive workdays will be considered to have abandoned the job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.

4. Termination

Employees of are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. Reduction in Workforce

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

6. Release

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview. The separating employee will contact the Human Resources Manager as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or other day, as mutually agreed upon.

Return of Property. The separating employee must return all company property at the time of separation, including but not limited to uniforms, cell phones, keys, facility access cards, computers, and identification cards. Failure to return some items may result in deductions from final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

Termination of Benefits. An employee separating from is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Any accrued vacation and/or accrued sick leave will be paid in the last paycheck.

Health Insurance. Health insurance terminates on the last day of the month of employment, unless the employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire. Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam and current registration with the Commission, when required. Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits. An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Compensation. The Pass believes that it is in the best interests of both the organization and its employees to fairly compensate its workforce for the value of the work provided. intends to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria.

1. The compensation system will price positions to market by using local, national, and marijuana-industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of

every marijuana-industry job directly comparable to similar jobs at factored for general economic variances, and adjusted to reflect the local economic marketplace.

4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities. The executive management team will possess final approval authority over compensation system.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonus, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility.

1. The CEO, is charged with ensuring that is staffed with highly qualified, fully-competent employees and that all company programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

The Pass: Executive Management Team (EMT)

Co-Founder and CEO: Chris Weld. Founder and CEO of Berkshire Mountain Distillers (BMD) Chris Weld brings award-winning commercial horticulture and manufacturing experience to The Pass. Chris will leverage his expertise in botany – 10-plus years of cultivating botanicals for commercial use in BMD spirits, and commercial organic compliant orchard for a decade – systems and process engineering, and rigorous compliance - 2x/mo. federal filing and 1x/mo. MA filing for BMD - to drive consumer value across all products and fulfill the many technical and operational challenges inherent to commercial cultivation and manufacturing in regulatory-driven industries.

For example, Chris worked in two regulated industries over his lifetime. He has excelled in the highly regulated alcoholic beverage and spirits industry in Massachusetts and nationwide creating craft consumable products for adult use, a skill which he will bring to The Pass. BMD's Greylock Gin named "#1 Craft Gin in the US" by the New York Times and a Gold Medal Winner at SF Spirits Competition. Berkshire Bourbon Whiskey is Gold Medal Winner in Jim Murray's Whiskey Bible. Ragged Mountain Rum is now a Double Gold Medal Winner at SF Spirits Competition. However, before BMD, Chris had a 20-year career in emergency medicine, including a DEA RX number. He was never cited for violations and never had a single infraction. Not only does Chris excel in craft consumer products but he has history of doing so while maintaining strict compliance with changing municipal, state, and federal laws.

Chris's entrepreneurial experience stretches outside of alcohol and spirits. Chris has a design, build, and construction firm with his architect wife Tyler for 15 years and has extensive knowledge of permitting and building codes that will drive The Pass design and buildout. He has a B.A. Biology and Biochem from Skidmore College and a M.A. Emergency Medicine. He lives with his wife and three kids in Great Barrington, MA.

As CEO, Chris is responsible for company operations, including diversity and community impact plans, compliant construction, design and buildout of the cultivation facilities across two sites in Sheffield, profits and losses (P&L), production planning and inventory management (PPIM), equipment and equipment maintenance schedules. company reporting, company compliance, emergency preparedness, and has final accountability on all SOPs and Policies and Procedures. From time to time, he may take on other duties as determined by the EMT.

Co-Founder and President: Michael S. Cohen. Michael is an accomplished entrepreneur and investor who will apply his expertise in building connections between ethical brands and consumers to the emerging cannabis industry. As a mid-90's pioneer of the Internet advertising business, Michael helped establish the value of the Internet as a marketing channel. With cannabis and The Pass, communication and education takes on an outsized role, and Michael will be instrumental in supporting the evolution of the nascent market in Massachusetts. Michael will drive a high-integrity adult-only brand strategy and clear communication and educational outreach for The Pass while overseeing the company's daily operations and investor relations.

Michael is a serial entrepreneur and founder. His first venture was as the Founder and President of iballs Internet Media, which sold to Avenue A (Aquantive) a successful company IPO in 2000 and was later acquired by Microsoft \$6.5B in 2009. His vision grew a small startup into an enormous enterprise value, and will ensure The Pass's ethical adult-use business model maintains integrity while it grows alongside the nascent industry. He looks forward to working with a diverse

workforce, enabling access to new generation of young entrepreneurs, and showing how businesses can best grow His second venture was as founder of East Yoga Center studio in NYC his wife in 2004, which eventually sold 2010. He is also a partner of Modern Green Home (Oza Sabbeth Architecture) in Bridgehampton, NY. Having ethical business leadership in a competitive regulated marketplace is an important quality Michael and The Pass brings to the MA adult-use cannabis landscape.

Michael has overseen brand strategy for such firms as Kodak, IBM, Fila, Mecox Gardens, Weplay, Goodfriend Motors, Edible Communities. As an investor in Merida Capital, he knows what good business fundamentals are in the cannabis space.

Michael has B.A. in English from Tufts University and an MBA in Marketing from Columbia University. He lives in Great Barrington, MA with his wife, three children, five dogs, rabbits, chickens, and horse.

As President, Michael is in charge of the business operations and investor relations. He has dual responsibility for the fiscal health of the company alongside Chris. He is responsible for personnel, HR, accounting and bookkeeping practices, financial recordkeeping, vendor and licensing relationships, compliant and ethical marketing and advertising, and other duties as the EMT may designate from time to time.

Chief Strategy Officer: Nial C. DeMena. Nial DeMena is a technically proficient, resourceful, and cross-disciplinary leader of the cannabis industry. His ability to efficiently distill and disseminate new information, and his hands-on approach to product development design, manufacturing, and commercialization will help drive company strategy and execution from pre-seed to post-sale.

As an entrepreneur, Nial is the Founder and CEO Manna Molecular Science, LLC in which time – less than 2 full years of operation – he has expanded his business into over 10-plus legal cannabis states and beyond a \$20M valuation, employing fifteen in the process. Manna Molecular Science is represented on the NCIA Board of Directors by former NCIA President Ean Seeb of Denver Relief Consulting. He has developed at Manna alongside world-class pharmaceutical scientists – inventor of Mylan’s Fentanyl patch, MIT Ph.D formulation chemist, tenured Pharmaceuticals professor – a successful industry-leading cannabis-infused transdermal patch using semi-autonomous robotics. He continues to run the company and expand evidence-based cannabis medicines and delivery forms for the national and Massachusetts market while serving as CSO to The Pass.

Nial has worked in the legal MA medical spaces, too, as the former COO of Manna Wellness, Director of Community Development for The Greenway Wellness Foundation, and was one of the original Co-Founders of Temescal Wellness, Massachusetts before leaving for Manna Molecular Science. He has a B.A. English, Colby College and a M.A Rhetoric and Technical Writing from Virginia Tech.

He will bring his extensive network and industry leading entrepreneurial expertise to guide and set the compliance and business strategies for The Pass.

Key Personnel

Cultivation Director: Peter Steimer. After earning a B.S. in Plant Science from the University of Delaware in 2012, Peter immediately began a career in the pesticide industry upon graduation. Working for DuPont Crop Protection, he gained valuable experience in experimental design, product evaluations in terms of safety and efficacy, as well as being responsible for growing over fifty species of problematic weeds and agricultural crops in both a greenhouse and open field setting. In addition, time spent with DuPont helped to reinforce the importance to strictly adhere to all state and federal regulations pertaining to waste removal, plant tracking, and overall safety standards in the workplace.

After nearly six years in the pesticide industry, Peter recognized the rising need to provide people access to medicinal cannabis and moved to Bridgton, Maine to pursue work in the cannabis industry. His horticultural skills and work experience was aligned with the long term goals of the industry in Maine.

Currently, Peter works as the Assistant Manager of Cultivation for Canuvo, one of Maine's eight licensed medical cannabis companies. For the past eighteen months and for the time being, Peter is leading a team of four to eight Cultivation Associates to ensure high quality, clean cannabis is harvested on a predictable and timely schedule.

The Pass believes Peter has the skill set to take over a larger cultivation and production budget as well as manage a team of Cultivation Technician's as the company's full time Cultivation Director.

Cultivation Director is responsible for inventory management and storage, Cultivation Technician's production schedules, hygienic cultivation best practices, integrated pest management, compliant use of pesticides, compliant reporting, quality assurance/quality control, equipment hygiene and routine equipment cleaning and maintenance, and all cultivation personnel.

Cultivation Technicians (4x). Cultivation Technicians are responsible for cultivar propagation, cultivation, harvest, curing, and strain development under the direction of the CD. CAs will proactively monitor and record cultivation conditions and oversee individual plant health, identifying, reporting, and correcting anomalies on a daily basis.

Security Director. Security Director is responsible for compliance with CCC regulations and municipal regulations applicable to The Pass's operations. SD will verify and maintain software and technology in place to adequately provide oversight, security, and monitoring in all required areas; advise internal management on the implementation of compliance and security programs; operate compliant waste disposal plan; oversee compliant transportation of usable cannabis as well as manage two transportation agents; monitor compliance systems, policies, and procedures to ensure effectiveness; take responsibility for communications with the CCC and for incident reporting; oversee emergency policies and procedures. SD will regularly patrol facility and cultivation spaces and be a strong physical presence in and an assuring face of The Pass

Transportation Agents (2x). Transportation agents are responsible for safe, efficient, and compliant delivery and transportation of usable cannabis between Site 1 and Site 2 and to retail and wholesale partners. TAs will work closely with the SD to ensure safe transport. TAs must also exude The Pass's culture of responsibility and serve as public faces of the organization. Must be cooperative with authority figures and able to comply with complex CCC regulations.

Chief Financial Officer (CFO). The Pass's CFO has final authority for all financial reporting, accounting methods, financial recordkeeping and for reporting to the EMT and CEO on a regular basis. CFO institutes all compliant financial and tax recordkeeping at the local, state, and federal level.

Controller. The controller assists the EMT and CPA with bookkeeping, accounts payable/receivable, payroll administration, tax preparation and filing, and other financial reportage as required by the Board of Directors, CCC, or other authority.

Human Resources Manager. The HR Manager reports to the CEO and President on all matters pertaining to the hiring and staffing policies and procedures, current staffing and training needs, compliance training, CCC personnel regulations and changes thereto. HR Manager has authority of diversity goals and for enacting the organizational and community outreach necessary to meet goals. Individual is charged with day-to-day workplace training and with compliance with federal, state, and municipal law.

Personnel Training Program

All employees hired to work at will be qualified and licensed as a marijuana establishment agent and, additionally, will be properly trained to serve in their respective roles in a manner setting up for success and consistency in regulatory compliance.

All marijuana establishment agents will be 21 years of age or older in compliance with 935 CMR 500.030. Similarly, no marijuana establishment will be hired who has been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Additionally, all marijuana establishment agents will meet the requirements of 935 CMR 500.802. In the event that discovers any of its agents become unsuitable for licensure as marijuana establishment agents, will terminate the agent's employment and notify the Commission within 1 business day that the agent is no longer associated with the establishment.

Pursuant to 935 CMR 500.105(2), and before performing any regulated job activities, each of marijuana establishment agents will complete a -specific training program customized for the roles and responsibilities of the agent's job function. This agent training will, at minimum, include the Responsible Vendor Program to be established by the Commission and at least eight (8) hours of on-going training annually.

On or after July 1, 2019, all of current owners, managers, and employees –regardless of function – will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annually required responsible vendor training to marijuana establishment agents. All new, non-administrative employees will complete the Responsible Vendor Program within 90 days of employment. As required, all owners,

managers, and employees will subsequently complete the continuing vendor responsibility program courses once every year thereafter.

Records of responsible vendor training program compliance will be maintained for at least four (4) years per Commission regulations.

As part of overall training, marijuana establishment agents will receive training on a variety of topics, including but not limited to the following:

1. Marijuana's physical effect on the human body, including variations in different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors and full training on the components of Diversion Prevention Plan;
3. Compliance with seed-to-sale tracking, storage and inventory management requirements;
4. Training on secondary identification checks, including acceptable forms of identification and recognizing fraudulent documents;
5. All other areas of Responsible Vendor training as determined by the Commission; and
6. Other significant state laws and rules affecting operators, such as:

- Local and state licensing and enforcement;
- Incident and notification requirements;
- Administrative and criminal liability and license sanctions and court sanctions;
- Waste disposal and health and safety standards;
- Patrons prohibited from bringing marijuana onto licensed premises;
- Permitted hours of sale and conduct of establishment;
- Permitting inspections by state and local licensing and enforcement authorities;
- Licensee responsibilities for activities occurring within licensed premises;
- Maintenance of records and privacy issues; and
- Prohibited purchases and practices.

Our training program is based on the above listed policies and procedures to insure proper and full compliance to the above listed standards. Each employee is to be trained on schedules, system, communication and staffing requirements. They are to be trained on state CCC regulations, and regarding job qualifications such as listed below:

- Facility Entrance/Egress
- Proper Decorum and Behavior on Premises
- Hygienic Practices
- Badging Requirements
- On Duty Responsibilities
- Cultivation Policies and Procedures (when necessary)
- Storage of Cannabis
- Disposal and Waste Management
- Compliant Packaging
- Incident Reporting and Escalation
- Anti-diversion Methods and How to Detect Diversion

- Accidents, Diversions, Losses, “Reportable Occurrences.”
- State and Municipal Inspection Requirements and Policies
- Emergency Preparedness
- Alarm, Security Procedures
- Workplace Safety
- Real-Time Inventory Management Training
- Electronic Tracking System Training
- Transportation Manifests and Transportation Protocols.

Training records for each employee will be maintained for at least four years. Training will be updated and refreshed annually or more frequently as needed, such as in the event of a CCC approved change in protocol. Compliance with procedure will be monitored on an ongoing basis through internal audits and performance reviews. Training will feature full mock “dry runs” prior to operations. These will be graded on a pass/fail basis by the Security Director or departmental Director.

Training and Performance Evaluation. Employees will be fully trained and will demonstrate proficiency in performing all on-duty activities prior to being authorized to perform duties without direct supervision. The training will include training on all equipment being utilized. Ongoing training, internal audits, and performance evaluations will ensure that the processes achieve and maintain the highest degree of quality and suitability for maintaining the quality of the useable marijuana for dispensing and the ongoing compliance of the packaged and labeled products.

Diversity Plan

The Plan below will apply to both to The Pass' cultivating (for which it has a provisional license), manufacturing and retail locations all at the same site in Sheffield:

Introduction

The Pass (or "the Company") believes in creating and sustaining a robust policy of inclusivity and diversity and that diversity in the workforce is key to the integrity of a company's commitment to its community. This plan is designed to promote equity among minorities, women, veterans, people with disabilities, and LGBTQ+ in operations of our business. The Pass will make every effort to employ and advance in employment qualified and diverse people at all levels within the Company. Based in the rural Berkshires, The Pass may have some challenges to achieving workplace diversity, but the Company is nonetheless committed to diversity in all elements of its operations.

Diversity Goals

The Pass is committed to building a diverse organization that fosters inclusivity. The Pass will develop and maintain a diverse, aware and inclusive working environment through its: 1) targeted recruitment efforts; 2) employee training and development program as well as vendor selection; and 3) the responsible oversight of the Company's Diversity Committee ("the Committee"). The Company's long-term goal is to employ a workforce that is at least 50% composed of diverse individuals (minorities, women, people identifying as LGBTQ+, veterans, and persons with disabilities), and to retain and advance those employees within the Company and use 25% of outside vendors that qualify as diverse.

Diversity Programs

Recruiting a Diverse Workforce

The Pass' recruitment efforts are designed to maintain a steady flow of qualified diverse applicants for employment and will include the following steps:

- Developing partnerships with community organizations serving minorities, women, people of LGBTQ+, veterans, and persons with disabilities for employment referrals. These organizations will likely be based throughout the Berkshires, but we will make special efforts in the City of Pittsfield and the City of North Adams. The Company's initial community partners are identified below;
- Providing quarterly briefings to representatives from recruitment sources concerning current and future job openings;
- Encouraging employees from diverse groups to refer applicants for employment;
- Working with our community partners, participating in career day programs and/or job fairs in Pittsfield and North Adams at least twice a year and encouraging The Pass' diverse employees to participate whenever possible. Pittsfield and North Adams are cities with a more diverse population than other municipalities in the Berkshires. MassHire Berkshire

Career Center and Berkshire Resources for Integration of Diverse Individuals Through Education, described more below, are two organizations that have agreed to work with the Pass on this effort;

- Establishing recruitment efforts at higher learning institutions including Berkshire Community College; and
- Ensuring that job openings are sent to community partners at least quarterly.

Vendor Selection

- Use whenever possible vendors that qualify as diverse.

With respect to community partners, The Pass has already fostered relationships with the following entities, who will work collaboratively with the Company to ensure that the diversity goals expressed in this plan are met or exceeded:

- MassHire Berkshire Career Center - A partnership between Berkshire Training & Employment Program and the Massachusetts Division of Career Services, chartered by the MassHire Berkshire Workforce Board. The Career Center provides quality programs and services to employers, job seekers, and its community partners, and also regularly hosts/organizes job fairs and employment workshops.
- Berkshire Resources for Integration of Diverse Individuals through Education (“BRIDGE”) – A women and minority-run non-profit, grassroots organization dedicated to advancing equity and justice by promoting cultural competence, positive psychology, and mutual understanding and acceptance. BRIDGE’s advocacy efforts have led to the adoption of policies and practices in Berkshire towns and businesses to support equity and justice.

The Pass intends to leverage the vast networks of its community partners to increase visibility of the Company within the diverse communities of the Berkshires and also to better identify diverse individuals for employment at the Company.

The Pass has retained THC Staffing Group as an outside check on the company’s internal policies and attainment of goals. THC Staffing Group is a national staffing organization that does diverse recruiting for the cannabis industry. They will review the following written policies and documentation:

- Hiring
- Training
- Retention
- Workplace Culture
- Ant-Retaliation and Harassment Reporting
- Internal Investigations

- Agreements: NDA, Arbitration, Non-competes
- Pay Equity
- Promotion and Demotion
- Termination and Layoffs

These conclusions will be written in a report and sent to the Executive management team for purposes of auditing and evaluating the plans and their results.

They will also offer suggestions for incorporating diverse workforce into the company's strategic business plans, examining specific company goals and how they can be compatible for the objectives and for ongoing workforce hiring, retention, and development.

Employee Retention, Training and Development

The Pass' diversity awareness training emphasizes the Company's zero-tolerance commitment against harassment and discrimination, and strict adherence to take corrective action should any issues, concerns, or complaints arise. All employees will be required to complete the diversity awareness training program during employee orientation. Training will begin immediately upon hiring, and all new employees will be required to participate in an orientation program that will introduce and stress the importance of the Diversity Plan.

Upon completion of the orientation program, new hires will be equipped to describe, discuss, and implement the Diversity Plan. Following successful completion of the general orientation program, employees will undergo additional diversity training that will be tailored to the employee's specific job function. All employees will also be required to undergo annual diversity training to ensure knowledge of newly determined best practices and policies and continued familiarity and compliance with the Diversity Plan.

Dissemination of information about the Diversity Plan will include the following:

- Inclusion of zero-tolerance policies against harassment, discrimination, bullying, and other actions;
- Postings in suitable areas for employee communication;
- Annual diversity training programs for all employees;
- Quarterly progress evaluation meetings with appropriate personnel; and
- Formal presentations made to management and employees on diversity initiatives.

Diversity Committee Oversight

The Pass will establish the Diversity Committee to assist the executive management team and the Human Resources Manager with the implementation, growth and regular review of the Diversity Plan. The initial members of the Committee will be selected by the executive management team based on their diverse status and their personal commitments to diversity. Additional members of the Committee may be added at the discretion of the executive management team.

The Committee will be responsible for:

- Developing statements, policies, programs, and internal and external communication procedures in support of the goals of the Diversity Plan;
- Assisting in the identification of problematic areas for diversity and inclusion, including receiving, reviewing, and resolving any complaints of discrimination or other non-compliance with regards to fair treatment of all employees;
- Assisting management in arriving at effective solutions to problems regarding issues of diversity and inclusion;
- Designing and implementing internal reporting systems that measure the effectiveness of programs designed to support a Company culture that fosters diversity;
- Keeping the Company informed of diversity plan progress through quarterly reports;
- Reviewing the Diversity Plan with management at all levels of the organization to ensure that the Diversity Plan is understood; and
- Auditing internal and external job postings to ensure information is in compliance with the Diversity Plan and other Company diversity policies and procedures.

Diversity Measurement

The Human Resources Manager will be responsible for auditing the Diversity Plan. The Human Resources manager will develop an annual audit report (“Annual Audit Report”) setting forth the Company’s performance in fulfilling the goals of the Diversity Plan. The Annual Audit Report will contain:

- Employment data, including information on minority, women, disabled, LGBTQ+, and veteran representation in the workforce in all job classifications; average salary ranges; recruitment and training information (all job categories); and retention and outreach efforts;
- The total number and value of all contracts and/or subcontractors awarded for goods and services;
- An identification of each subcontract actually awarded to a member of a diverse group and the actual value of such subcontract;
- A comprehensive description of all efforts made by the Company to monitor and enforce the Diversity Plan;
- Information on diverse group investment, equity ownership, and other ownership or employment opportunities initiated or promoted by the Company;
- Data tracking the Company’s participation at career day programs and/or job fairs in Pittsfield (e.g., identities of Company employees who participated, identities of candidates who expressed interest in employment with the Company through use of a sign-in sheet, documentation of follow-up contacts with interested candidates);
- Other information deemed necessary or desirable to ensure compliance with the rules and regulations governing marijuana establishments in Massachusetts; and
- When available, a workforce utilization report including the following information for each job category:

- The total number of persons employed;
- The total number of men employed;
- The total number of women employed;
- The total number of veterans;
- The total number of individuals identifying as LGBTQ+;
- The total number of service-disabled veterans; and
- The total number of members of each racial minority employed.

The Annual Audit Report will enable the Human Resources Manager to track the Company's progress toward its long-term diversity hiring goal of a workforce at least 50% composed of diverse individuals. The Human Resources Manager, working with the Diversity Committee, will track the Company's progress toward its long-term Diversity Hiring using intermediate diversity hiring targets for years 1-4 of its operation. Those intermediate targets are:

Commencement of Operations: minimum 25% diverse individual employment / 5% diverse vendors

End of Year 1: minimum 30% diverse individual employment / 10% diverse vendors

End of Year 2: minimum 35% diverse individual employment / 15% diverse vendors

End of Year 3: minimum 40% diverse individual employment / 20% diverse vendors

End of Year 4: minimum 45% diverse individual employment / 25% diverse vendors

These short-term metrics and oversight by the Human Resources Manager will ensure that The Pass is regularly evaluating progress toward its diversity hiring goals and employing corrective actions if targets are not met. The Annual Audit Report will include data and commentary discussing the Company's achievement of its intermediate diversity hiring goals and, if necessary, provide for corrective actions if the Company is falling short of those goals. The Human Resources Manager, with support from the Diversity Committee, would be responsible for implementing any such corrective actions.

Diversity Plan Acknowledgments

The Pass pledges to adhere to the requirements set forth in 935 CMR 500.105(4)(a) which provides the permitted advertising, branding, marketing and sponsorship practices for all Marijuana Establishments. The Pass likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b). Finally, none of the actions taken or programs instituted by The Pass will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.



THE PASS
BERKSHIRES

Employee Guidebook

July 2020

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Core Policies

1.0 Welcome

1.1 About This Handbook

This Employee Handbook includes policies that are specific to employees of Berkshire Welco, LLC dba The Pass (the "Company") employ.

We prepared this handbook to help employees find the answers to many questions that employees may have regarding their employment with the Company. Please take the necessary time to read it.

This handbook cannot answer all questions. Onsite managers/supervisors and Human Resource personnel also serve as a major source of information. Human Resources can be contacted toll free at 413-644-6892.

This handbook states only general Company guidelines. It is not a contract. Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. The Company adheres to the policy of employment at will, which permits the Company or the employee to end the employment relationship at any time, for any reason, with or without cause or notice

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

The Company may, at any time, in its sole discretion, adopt new policies, eliminate existing policies, and/or modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the Company's CEO. Nothing in this handbook is intended to nor should it be interpreted as interfering with your right to engage in concerted protected activity regarding your terms and conditions of employment. If you have any questions regarding what any provision in this handbook means, please ask your manager/supervisor or Human Resources.

If any applicable federal, state or local law differs from the policies described in this Employee Handbook, the Company will comply with the applicable law. Please consult with Human Resources if you have any questions concerning how your state or local workplace requirements may differ from information presented here.

This handbook supersedes all prior handbooks; however, the Company's policies regarding worksite matters, remain in effect and can be requested from your manager/supervisor.

1.2 A Welcome Policy

Welcome! You have just joined a dedicated organization focused and motivated to provide a positive impact on our community, employees and partners with capital & career development. Our team prides ourselves on being responsible stewards of the industry, grounded by the Berkshires' guiding principles of human and agricultural wellness and enlightenment. Together we will be leaders in creating a productive and diverse workforce that will strive to provide experiences to enhance the appreciation of people, nature, and culture and alleviate the symptoms of physical and emotional pain and stress.

We hope that your employment with the Company will be rewarding and challenging. We take pride in our employees' ability to become an integral contributor in providing the best of breed products through a focus on agricultural wellness, manufacturing and process expertise, and diligent crafting.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, contact Human Resources.

We wish you success in your employment here at Company!

All the best,

Chris Weld
Chief Executive Officer

1.3 At-Will Employment

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

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the CEO has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the CEO.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2.0 Introductory Language and Policies

2.1 Ethics Code

The Pass welcomes individuals of every race, color, orientation, age, gender, origin, veteran status, and ability into our workplace. We expect that every employee will treat everyone – other employees, vendors, customers, and the general public -- with the utmost respect. We expect every employee to be part of making Welco a welcoming place to work and do business.

We also welcome individuals who have been harmed, directly or indirectly, by prior cannabis prohibition into our workplace. We intend to be a partner to disadvantaged communities and part of the effort to undo the damage caused by cannabis prohibition. We also expect every employee to be part of our efforts to be a good community partner and a positive force in the cannabis industry.

Welco intends to be a company where employees bring their individual identities, differences, and talents together to work as a team, across all our locations and operations. We don't want biases or stereotypes holding either us or you back at any stage of your career with us.

The Company will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Company.

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

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

3.0 Hiring and Orientation Policies

These following policies are neither intended to prohibit seeking out qualified job candidates through personal or familial ties nor intended to prevent The Pass from engaging with community organizations at which employees volunteer or work, outside of their employment with The Pass.

3.1 Conflicts of Interest

The Company is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your manager/supervisor. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

3.2 Employment of Relatives and Friends

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at the Company. It is your obligation to inform the Company of any such potential conflict so the Company can determine how best to respond to the particular situation. Under no circumstances will employees or relatives be employed as a subordinate to any manager that falls under Sections 3.1 and 3.2

3.3 Job Descriptions

The Company attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your manager/supervisor.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to employees.

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

3.4 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with the Company and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. We are committed to our established Diversity and Positive Impact programs, as such, it is imperative that every employee apply the knowledge gained from our training program into their everyday practice, conduct and performance. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.5 Training Program

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

3.6 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Company. If you are currently employed and have not complied with this requirement or if your status has changed, inform your manager/supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

4.0 Wage and Hour Policies

4.1 Attendance Policy

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your manager/supervisor. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

The Company reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

4.2 Business Expenses Policy

The purpose of this policy is to define approved nontravel business expenses and the authority for incurring and approving such expenses at the Company. Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal Company procurement processes.

Business Meetings (Employer-Sponsored Events and Meetings)

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

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

Entertainment

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

Technical and Training Seminars

The Company pays for expenses associated with attendance at classes and seminars that enhance job-related skills. Prior approval must be obtained by your manager/supervisor.

Gifts

You may present gifts only under exceptional circumstances and with prior approval of the appropriate Company officer. The Company does not reimburse cost over \$25 for business gifts.

Other Expenses

The Company will pay for postage and telephone expenses that are for business purposes.

Reimbursements

Requests for reimbursement must be approved by management and submitted with original receipts accompanied by the company approved reimbursement form. All reimbursements must have a clear business purpose and include a description of the expense, date, place.

Reporting

Report approved expenses on the standard expense report form and include a description of the expense, its business purpose, date, place, and the participants.

4.3 Direct Deposit

The Company encourages all employees to enroll in direct deposit. You are able to enroll in our payroll direct deposit program at the time you complete your new hire documents. If you are already enrolled but need to change your bank, credit union or account information, please log into the Emcentrix Employee Portal, through the "Employee Login," It generally takes up to two (2) pay periods for direct deposit to take effect.

If you have selected the direct deposit payroll service, you may access your itemized wage statement and print by going to Emcentrix Employee Portal, through the "Employee Login," located at the left section of the home page.

4.4 Introduction to Wage and Hour Policies

At the Company, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, skills, qualifications and market forces. We strive to ensure that all employees regardless of age, color, gender, gender identity and veteran status are paid fairly and equitably any disparities will be identified during our annual pay equity assessment. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your manager/supervisor and/or Human Resources.

4.5 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from the Company.

4.6 Paycheck Deductions

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

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your manager/supervisor. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

4.7 Recording Time

The Company is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Company timecards/time sheets/punch clock/timekeeping application/other. Exempt employees may also be required to track days or time worked. Speak with your manager/supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

If you are required to complete a Time sheet/timecard, they are to be turned in to your manager/supervisor at the end of each week.

If you are required to clock in, you should clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time.

Notify your manager/supervisor of any pay discrepancies, unrecorded or mis-recorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to Human Resources any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

4.8 Travel Expenses

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at the Company.

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

Advances

The Company does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on the standard Expense Report Form.

Travel Expenses

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

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

Family Members

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

Air Travel

Use economy or tourist class airfares when traveling on Company business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used, and no more than two Company officers should travel together on the same flight.

Airfares are to be charged to personal credit cards and subsequently submitted for reimbursement on a monthly expense report.

Hotels

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

Insurance

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

Rental Cars

You are to use rental firms having existing relationships with the Company and, where feasible, have negotiated discount rates. Available reasonable transportation is to be used.

Personal Vehicles

When using your own vehicle for business purposes, you must maintain a valid driver's license, acceptable driving record, and insurance coverage as required by law. An applicant or employee will be considered to have an unsatisfactory driving record if the driving record indicates one (1) or more moving violations. An applicant or employee will be considered to have an unsatisfactory driving record if the Company's and/or the applicant's or employee's insurance carrier(s) refuses to continue to insure the applicant or employee or agrees to continue to insure the applicant or employees only for an increased premium.

Travel between your home and primary office is not considered to be business travel. You may not use your personal vehicle for business travel without authorization. Every attempt should be made to utilize the use of courier and delivery services in order to avoid hazard of liability and the time away from work. You will be reimbursed for vehicle use at the standard IRS mileage rate. The Chief Executive Officer must authorize any deviation from this policy.

Reporting

Report approved expenses and include a description of the expense, its business purpose, date, place, and the participants.

Travel Reservations

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

4.9 Use of Employer Credit Cards

All employees in the possession of a credit card issued by Company will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to the Company vehicle use (gas, oil, etc.) under \$100 do not require prior approval. Credit card purchases for vehicle use over \$100 and any other business purchases over \$25 must receive prior approval from your manager/supervisor.

Submit all sales receipts generated by use of the Company credit card to your manager/supervisor. Your Company credit card may not be used for personal reasons. Use of the Company credit card is restricted to approved business-related expenses.

Any unauthorized purchases made with a credit card issued by the Company will be the cardholder's responsibility. You must reimburse any such purchase to the Company within 15 days.

Immediately report lost or stolen Company cards to your manager/supervisor. Failure to follow this policy may result in disciplinary action up to and including discharge.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Criminal Activity/Arrests

The Company will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment. We are required to report all convicted felonies and any fraudulent behavior that may compromise the employees ability to maintain the agent registration.

5.2 Schedule

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

5.3 Exit Interview

You may be asked to participate in an exit interview when you leave Company. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.4 Open Door/Conflict Resolution Policy

The Company strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your manager/supervisor and, if necessary, to Human Resources or senior level management. Employees are encouraged and responsible for bringing to the attention to management any concerns reading discrimination or harassment in the workplace whether it imposes direct or indirect impact.

To help manage conflict resolution we have instituted the following problem-solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your management, management includes your direct supervisor, anyone on the senior management team, and Human Resources at a time and place that will allow the person to properly listen to your concern.

Most problems can be resolved informally through dialogue between you and your immediate manager/supervisor. If you have already brought this matter to the attention of your manager/supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or senior level management.

In preparation for the discussion please outline the information in detail:

- Describe the problem,
- Parties involved in the problem,
- Efforts you have made to resolve the problem,
- Any suggested solution you may have.

5.5 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at the Company is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your manager/supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

5.6 Performance Improvement

Company will make efforts to periodically review your work performance. The performance improvement process will take place as business needs dictate. You may specifically request that your manager/supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. As stated throughout this document and in line with our commitment to our Diversity programs, your ability to comply with maintaining our diversity program will be included in any performance review process. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

5.7 Disciplinary Process

Violation of Company policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

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

5.8 Post-Employment References

The Company policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to Human Resources.

5.9 Promotions

To match you with the job for which you are best suited and to meet the business needs of Company, you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Employees ability to promote and comply with our diversity program will be taken into consideration during the determination process. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

All employees promoted into new job positions will undergo a 90-day introductory period as described in the New Hires and Introductory Periods policy. Unlike new hires, however, such employees will continue to receive Company benefits for which they are eligible.

5.10 Standards of Conduct

The Company wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO and non-harassment policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Negative public conduct that directly or indirectly impacts the public's perception of Berkshire Welco, LLC. Examples include but not limited to the use of racial or sexual slurs, performing non-criminal bias motivated acts in highly public fora such as town meetings, or social media
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking outside of designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO and non-harassment policies) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.11 Immediate Dismissal

The following behavior will result in immediate termination and when applicable filing a report with local law enforcement and notification to the (CCC) Cannabis Control Commission.

- Diverted Marijuana, which shall be reported to law enforcement authorities and to the commission.
- Engaged in unsafe practices with regards to operation of the marijuana establishment, which shall be reported to the commission; or
- Been convicted or entered a guilty plea, of nolo contendere, or admission to the sufficient facts of a

felony drug offense involving distribution to a minor in the commonwealth, or a like violation of any other jurisdiction.

5.12 Transfers

The Company may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

5.13 Workforce Reductions (Layoffs)

If necessary, based upon business needs, Company management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce

5.14 Termination Policy

Keeping in line with “at-will” policy the employee or employer can end the working relationship with or without notice. For the sake of staffing and avoidance of business interruption we request the consideration of 2 weeks’ notice of resignation when possible

6.0 General Policies

6.1 Authorization for Use of Personal Vehicle

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. An applicant or employee will be considered to have an unsatisfactory driving record if the driving record indicates one (1) or more moving violations. An applicant or employee will be considered to have an unsatisfactory driving record if the Company's and/or the applicant's or employee's insurance carrier(s) refuses to continue to insure the applicant or employee or agrees to continue to insure the applicant or employees only for an increased premium. The Company may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Company.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

6.2 Bulletin Boards

The Company maintains an official bulletin board at each location for providing employees with official Company notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Company may also post information of general interest to employees on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

6.3 Computer Security and Copying of Software

Software programs purchased and provided by Company are to be used only for creating, researching, and

processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the Company must be purchased through the Company.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

6.4 Driving Record

All employees required to operate a motor vehicle as part of their employment duties at Company must maintain a valid driver's license and acceptable driving record. An applicant or employee will be considered to have an unsatisfactory driving record if the driving record indicates one (1) or more moving violations. An applicant or employee will be considered to have an unsatisfactory driving record if the Company's and/or the applicant's or employee's insurance carrier(s) refuses to continue to insure the applicant or employee or agrees to continue to insure the applicant or employees only for an increased premium. The Company may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including but not limited to driving infractions, must be reported to the Company.

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

6.5 Employer Sponsored Social Events

The Company holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by the CEO prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

6.6 Employer-Provided Cell Phone/Mobile Device Policy

The Company may issue certain employees a Company cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

We understand that you may use the cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Company, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

The Company owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them. You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the Company in operable condition.

Violation of this policy may result in discipline, up to and including termination of employment.

6.7 Non solicitation/Non distribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, Company has implemented a Non solicitation/Non distribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Non solicitation/Non distribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunchrooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and non-harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your manager/supervisor.

6.8 Off-Duty Use of Employer Property or Premises

You may not use Company property for personal use during working time. You are responsible for returning

Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Company products, or office supplies for personal use without prior authorization.

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

6.9 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Company. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your manager/supervisor to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.10 Personal Cell Phone/Mobile Device Use

While the Company permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may not connect your personal device to the Company network or to Company equipment (computers, printers, etc.).

You may have the opportunity to use your personal devices for work purposes. Before using a personal

device for work-related purposes, you must obtain written authorization from Human Resources or the CEO. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.11 Personal Data Changes

It is your obligation to provide Berkshire Welco, LLC with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Human Resources.

6.12 Security

All employees are responsible for helping to make Company a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your manager/supervisor immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your manager/supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

6.13 Social Media Policy

At the Company, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

Guidelines

For purposes of this policy, **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 associated or affiliated with the Company, as well as any other form of electronic communication.

The Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Employees found using racial or sexual slurs to intimidate or harass people or engaging in cyberbullying on any social media network open to the general public, such as Twitter, Facebook, or Instagram, may be subject to discipline, including termination.

Examples of such conduct include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

Maintain Accuracy and Confidentiality

When posting information:

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

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

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

6.14 Third Party Disclosures

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

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

6.15 Use of Company Technology

This policy is intended to provide Company employees with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

General Provisions

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.

Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

6.16 Use of Employer Vehicles

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

If you drive a Company vehicle, all infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to your manager/supervisor.

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

As the driver of a Company vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

You may not operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. You may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

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

6.17 Workplace Privacy and Right to Inspect

Company property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

7.0 Benefits

7.1 Benefits Overview

The Company currently offers medical benefits to eligible employees at 50% of the premium deducted biweekly from the employees' paycheck. All eligible employees will have the option to procure at their expense ancillary benefits. These benefits currently include Dental, Vision & Life Insurance. All benefits are subject to change based on the business needs and resources. Eligible employees will have completed a minimum of 90 days full time employment. All benefit deductions will be subject to a pre-tax benefit as a result of our Section 125 POP. Please refer to the applicable plan documents and summary plan descriptions. The details contained in the official plan documents govern the precise benefits, terms, conditions, exclusions and restrictions that apply to coverage under the plans. The plan documents govern in the event of any conflict or inconsistency with the details listed in this handbook.

The Company reserves the maximum discretion permitted by law to administer, interpret, enhance, modify, discontinue or otherwise change any benefit plan, practice, or procedure. If you have any questions, please contact a Human Resources.

7.2 Exempt Personnel

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

7.3 Holidays

Full-time employees will be paid for the holidays that the Company designates each year.

When holidays are celebrated on a regular work day, eligible full-time employees will receive one (1) day's pay at their regular straight-time rate. If a holiday falls on a day that is typically a non-working day, such as a Saturday or Sunday, the Company will designate an alternate day such as the preceding Friday or the following Monday as the paid holiday.

Due to the nature of our business we are open 7 days per week including most holidays. Employees required to work on the designated holidays will be eligible for pay at a rate of time and half.

To qualify for a paid holiday, you must work your scheduled day before and scheduled day after the holiday unless the holiday falls during paid time off.

Paid holidays off are not counted as hours worked for purposes of calculating overtime.

Berkshire Welco, LLC recognizes the following Holidays:

- New Years day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Columbus/Indigenous People Day
- Martin Luther King Day
- Veterans Day

You will be compensated for holidays in accordance with federal and state law.

7.4 Regular Full-Time Personnel

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work 30 or more hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at the Company are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

7.5 Regular Part-Time Personnel

All employees who work fewer than 30 hours per week are considered part time. Part-time employees are not eligible for Company benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

7.6 Temporary Personnel

Temporary employees are hired for a specific period or specific work project, usually involving fewer than 180 days. The Company reserves the right to extend the duration of temporary employment where necessary. Temporary employees are not eligible for benefits unless specified otherwise in this handbook or in the benefit plan summaries, or specifically permitted by law.

7.7 Unemployment Compensation Insurance Policy

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

7.8 Workers' Compensation Insurance Policy

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

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

All employees must assist and cooperate with the Company and the human resource department in its attempts to return the employee to work after sustaining any work-related injury or illness that requires the employee to miss work.

You should be aware that workers' compensation insurance does not cover the payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not a part of your work-related duties. If the state allows a waiver, then your participation in such recreational activities constitutes your understanding of this policy and your voluntary waiver of workers' compensation coverage for any injuries you might sustain because of these events. Prior to participating in such recreational activities, employees should consult with their manager/supervisor or Human Resource to see if a waiver is required and, if so, to secure the proper form. You can contact Human Resource Department at 413-644-6892 or carolann@thepass.co.

All employees must assist and cooperate with the Company and the Human Resource Department in its attempts to return the employee to work after sustaining any work-related injury or illness that requires the employee to miss work.

This is solely a monetary benefit and not a leave of absence entitlement. Leaves of absence are provided according to law and company policy.

7.9 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible the Company employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, childbirth or where a dependent child no longer meets eligibility requirements.

Contact Human Resources to learn more about your COBRA rights.

7.10 Family and Medical Leave (FMLA) Policy

In accordance with the Family and Medical Leave Act of 1993 (FMLA), the Company provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

Eligibility

To qualify for FMLA leave, you must:

1. Have worked for the Company for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within 75 miles.

Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is measured backward from the date an employee uses any FMLA leave. Under the "rolling" 12-month period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in the policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.

- **Qualifying exigencies** for military exigency leave include:
 - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
 - Attending official ceremonies, programs, or military events;
 - Special childcare needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
 - Making financial and legal arrangements;
 - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
 - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
 - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
 - Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
 - Other exigencies that arise that are agreed to by both the Company and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Company first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from Human Resources. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

Leave Increments

Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Parental Leave

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

Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

Paid Leave Utilization During FMLA Leave

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

Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

Health Insurance

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate

unless payments are promptly made.

Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

Spouse Aggregation

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

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. An employee may not refuse FMLA designation under this policy.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

7.11 Military Leave (USERRA)

The Company complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to Human Resources. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your manager/supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

8.0 Safety and Loss Prevention

8.1 Drug and Alcohol Policy

The Company is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

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 Company facility engaged in the Cannabis industry.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your manager/supervisor or Human Resource if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Employer-Sponsored Events

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must always do so responsibly and maintain your

obligation to conduct yourself properly and professionally.

Treatment and/or Rehabilitation

The Company may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Company may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Company may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.

Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

8.2 General Safety Policy

It is the responsibility of all Company employees to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your manager/supervisor as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow the Company health and safety rules may result in disciplinary action, up to and including termination of employment.

8.3 Policy Against Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of the Company, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Company has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your manager/supervisor, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources.

9.0 Trade Secrets and Inventions

9.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, Company employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your manager/supervisor or Human Resources.

Violation of this policy may result in disciplinary action up to and including termination and may subject the violator to civil liability.

10.0 Hiring and Orientation Policies

10.1 Disability Accommodation

The Company complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including pregnancy, childbirth, and related medical conditions, such as lactation or the need to express milk for a nursing child. Consistent with this commitment, the Company is committed to providing access, equal opportunity and reasonable accommodation for qualified individuals with disabilities in all areas of its work and operations. We will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

Where an individual is suffering from a pregnancy-related disability or condition, reasonable accommodation may include, but is not limited to:

- More frequent or longer paid or unpaid breaks;
- Time off to attend to a pregnancy complication or recover from childbirth with or without pay;
- Acquisition or modification of equipment or seating;
- Temporary transfer to a less strenuous or hazardous position;

- Job restructuring;
- Light duty;
- Private non-bathroom space for expressing breast milk;
- Assistance with manual labor; or
- A modified work schedule.

If you require an accommodation because of your disability, it is your responsibility to notify your manager/supervisor. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

10.2 EEO Statement and Non-harassment Policy

Equal Opportunity Statement

Berkshire Welco, d/b/a The Pass, welcomes individuals of every race, color, orientation, age, gender, origin, veteran status, and those harmed from directly and indirectly by prior cannabis prohibition. We hire smart, talented workers from all walks of life and all experience levels for our vertically integrated MA cannabis business. We embrace all LGBTQ+, Minorities, Women & Veterans and other equity applicants throughout our community. Welco intends to be a company where employees bring their individual identities, differences, and talents together to work as a team, across all our locations and operations. In short: we don't want biases or stereotypes holding either us or you back.

The Company is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of sex (including pregnancy, childbirth, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), sexual orientation, gender identity, AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy. We are all responsible for upholding this policy. You may discuss questions regarding equal employment

opportunity with your manager/supervisor or any other designated member of management.

Policy Against Workplace Harassment

The Company has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's sex (including pregnancy, childbirth, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), sexual orientation, gender identity, AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- Submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- Such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's sex (including pregnancy, childbirth, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), sexual orientation, gender identity, AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any

select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately to a senior management personnel or Human Resources.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

State and Federal Remedies

In addition to the Company reporting process, if you believe you have been subjected to harassment, you may file a formal complaint with either or both of the government agencies listed here. Using the Company complaint process does not prohibit you from filing a complaint with these agencies. Note that claims must be filed with the Equal Employment Opportunity Commission (EEOC) and the Massachusetts Commission Against Discrimination (MCAD) within 300 days.

EEOC Boston Office Address: John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203 Phone: 800-669-4000 Fax: 617-565-3196 TTY: 800-669-6820 ASL Video Phone: 844-234-5122 Website: <https://publicportal.eeoc.gov/portal/>

MCAD Address: 1 Ashburton Place, Suite 601, Boston, MA 02108 Phone: 617-994-6000 TTY: 617-994-6196 Alternative Languages: 617-994-6196 Email: mcad@mass.gov Fax: 617-994-6024

10.3 Pregnant Workers Fairness Act Notice

Applies to employers with 6 or more employees.

The Massachusetts Pregnant Workers Fairness Act prohibits discrimination against employees due to pregnancy or conditions related to pregnancy. The law also requires employers to provide reasonable accommodations to employees who are pregnant or have a condition related to pregnancy. Conditions related to pregnancy include, but are not limited to, morning sickness, lactation, or the need to express breast milk.

The procedures for requesting an accommodation are described in the Massachusetts Disability Accommodation policy.

10.4 Religious Accommodation

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

the validity of a person's belief.

If you request an absence to observe a holy day, you must provide the Company with at least 10 days' notice. The Company may require you to make up the time lost or use paid time off.

If you require a religious accommodation, speak with Human Resources or your manager/supervisor.

11.0 Wage and Hour Policies

11.1 Accommodations for Nursing Mothers

The Company will provide nursing mothers reasonable paid/unpaid break time to express milk for their nursing child(ren).

If you are nursing, the Company will provide you a private room, other than a restroom, to express milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room or other location, in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

You are encouraged to discuss the length and frequency of these breaks with your manager/supervisor.

11.2 Meal and Rest Periods

The Company strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your manager/supervisor regarding procedures and schedules for rest and meal breaks. All non-exempt employees scheduled to work 6 or more hours are required to take an uninterrupted meal break. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your manager/supervisor know; in addition, notify your manager/supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period. Waivers from lunch break are available and may be obtained from the Human Resource office and may be modified anytime by the employee. All worked hours will be paid in accordance with Wage and Hour Law.

11.3 Overtime

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

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

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

11.4 Pay Period

At the Company, the standard pay period is biweekly for all employees. Pay dates are currently alternate Fridays. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your manager/supervisor if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your manager/supervisor immediately.

11.5 Reporting Time Pay

The Company provides reporting time pay to nonexempt employees in accordance with applicable law. If you are scheduled to work three or more hours, you will be paid for at least three hours of work each day you report to work on time but are given no work or less than three hours of work. You will be paid your regular rate for the hours worked, plus payment at the minimum wage for applicable reporting time pay, not to exceed three hours.

Speak with your manager/supervisor for more information regarding reporting time pay.

11.6 Travel Time Pay

Some nonexempt positions within Company require travel. The Company pays nonexempt employees for travel time as follows:

Home to Work Travel

Ordinary travel between home and work is not compensable working time. However, if you regularly work at a fixed location and are required, for the convenience of the Company, to report to a location other than your regular work site, you will be compensated for all travel time in excess of your ordinary travel time between home and work with allowance for associated transportation expenses.

Travel That Is All in a Day's Work

If you are required or directed to travel from one place to another after the beginning of or before the close of the work day, you will be compensated for all travel time and will be reimbursed for all transportation expenses.

Travel Away from Home Community

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

Calculating and Reporting Travel Time

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

12.0 Employment Records

12.1 Access to Personnel and Medical Records Files

The Company maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. Upon written request, the Company will provide you the opportunity to review your personnel file or will provide you with a copy of your personnel file. Inspection must occur in the presence of a Company representative during normal working hours.

All requests by an outside party for information contained in your personnel file will be directed to Human Resources, which is the only department authorized to give out such information.

13.0 Benefits

13.1 Crime Victim and Witness Leave

Occasionally, employees may be the victim of a crime or legally compelled to attend a judicial proceeding as a witness. In these circumstances, employees may take unpaid leave to:

- Respond to a subpoena to appear as a witness in any criminal proceeding;
- Attend a court proceeding or participate in a police investigation related to a criminal case in which they are a witness or a crime victim (or a deceased family member was a victim);
- Attend or participate in a court proceeding related to a civil case in which they are a victim of family violence; or
- Obtain a restraining or protective order on their own behalf.

If you need to take leave under this policy, notify your manager/supervisor as soon as possible. You may be required to provide documentation supporting such leave.

This policy does not apply to employees who have committed or are alleged to have committed a crime.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

13.2 Domestic Violence Leave Policy

Should we meet the policy criteria as listed above The Company provides up to 15 days of paid/unpaid leave per rolling 12-month period to victims of abusive behavior, domestic violence, sexual assault, kidnapping, and/or stalking, and certain family members, for purposes directly related to the abusive behavior. These purposes may include seeking legal or medical services, counseling, or victim's services; securing housing; obtaining a protective order; appearing in court or before a grand jury; or addressing other issues directly related to the abusive behavior against the victim or family member of the victim.

You may take domestic violence leave if you are a victim of abusive behavior, or due to the abuse of a covered family member, including your spouse/partner, parent, child, sibling, grandparent or grandchild, or persons in a guardian relationship. Perpetrators or accused perpetrators of abuse are not entitled to domestic violence leave.

Before taking domestic violence leave, you must exhaust all of your accrued paid time off, including but not limited to sick time, vacation days, and personal time. You must provide advance notice of your need for

leave whenever possible; however, this requirement does not apply if you or a covered family member faces imminent danger to you or your family member's health or safety. Should you be unable to provide advance notice based on a risk of imminent danger, you must notify Human Resources or your manager/supervisor within three business days that the time off was related to domestic violence. Should you be unable to notify the Company, a family member, counselor, clergy, or assisting professional may do so on your behalf.

The Company may require documentation supporting your claim for domestic violence leave. Such documentation can consist of a protective order or other court document, police report, police witness statement, documents reflecting the perpetrator's conviction or admission of guilt, documentation of medical treatment, and/or a victim advocate, counselor, social worker, health care worker, member of the clergy, or other assisting professional's sworn statement. In lieu of these documents, you may also submit your own sworn signed statement. Any documentation supporting the need for domestic violence leave must be submitted within 30 days of your last date of absence.

While the leave may not be paid, you are entitled to return to the same or a substantially equivalent position once your leave has ended. You will not be terminated, retaliated against, or receive a reduction in benefits based on your use of domestic violence leave. All information related to the leave will be kept in the strictest confidence.

13.3 Jury Duty Leave

The Company encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager/supervisor as soon as possible to make scheduling arrangements.

You will be paid your regular wages for the first three days of juror service or any part thereof. For any additional days, time spent on jury duty will be unpaid. You may opt to use PTO/vacation in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

13.4 Paid Sick Leave - (Accrual Method)

The Company provides eligible employees with up to 40 hours of paid sick leave per year.

Eligibility

All employees whose primary place of employment is Massachusetts are eligible for paid sick leave.

Reasons for Leave

You may use up to 40 hours of paid sick leave per calendar year for any of the following reasons:

- To care for yourself or your child, spouse, parent, or spouse's parent suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care.
- To attend medical appointments for yourself or your child, spouse, parent, or spouse's parent.
- To address the physical, legal, or psychological effects of domestic violence inflicted on you or your child.

Accrual and Use

You will begin accruing paid sick leave on your start date. Sick leave accrues at the rate of one hour for every 30 hours worked per benefit year, up to a maximum of 40 hours. For purposes of this policy, the benefit year is the consecutive twelve (12) month period beginning on the employee first day of

employment. If you are classified as exempt, you are presumed to work 40 hours per week, unless you are normally scheduled to work fewer than 40 hours, in which case sick leave accrues based on your normal schedule.

You may begin using sick leave on your 90th calendar day of employment. The smallest amount of sick leave you may take is one hour. You may carry over up to 40 hours of unused sick leave to the following benefit year based on your employment dates.

Notice

If your need for leave is foreseeable, you must make a good faith effort to provide the Company with advance notice. If the need for leave is not foreseeable, notify your manager/supervisor as soon as practicable.

Certification

The Company may require you to submit documentation to support your use of sick leave if your absence:

- Exceeds 24 consecutively scheduled work hours or three consecutive days on which you are scheduled to work;
- Occurs within two weeks prior to your final scheduled day of work (except in the case of temporary employees); or
- Occurs after four unforeseeable and undocumented absences within a three-month period.

Any reasonable documentation signed by a health care provider indicating the need for paid sick leave for personal illness, the illness of a family member, or a routine medical examination for you or your family member will be acceptable.

Required documentation must be submitted within seven days of the absence. Additional time will be allowed for good cause shown.

Payout of Sick Time

You will not be paid for accrued unused sick leave at termination.

Interaction with Other Leave

Where applicable, paid sick leave will run concurrently with other federal and state leaves (FMLA, parental leave, domestic violence leave, small necessities leave, etc.).

You may choose to use, or the Company may require you to use, paid sick leave to receive pay when taking other statutorily-authorized leave that would otherwise be unpaid.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

13.5 Paid Time Off (PTO) Policy

Paid time off (PTO) provides you with the flexibility to use your time off to meet your personal needs, while recognizing your individual responsibility to manage your paid time off. We currently offer up to one week (40 hours) of paid time off to all fulltime eligible employees upon completion of 6 months of employment. Upon completing 6 months of employment employees will begin to accrue 3.07 hours each biweekly pay cycle capping off at 80 hours per year. Unused vacation time will not roll over in the following year.

You will accumulate PTO each pay period worked and it is up to you to allocate how you will use it — for vacation, illness, caring for children, school activities, medical/dental appointments, personal business, or emergencies. Company may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, when permissible according to state and federal law. The amount of PTO

earned will depend on your length of service with the Company.

PTO does not replace our holiday schedule. We will continue to have designated paid holidays each year.

Termination

You will be paid for all accrued and unused PTO when you leave the Company, pursuant to Massachusetts law.

Notice and Scheduling

You are required to provide your manager/supervisor with reasonable advance notice and obtain approval prior to using PTO. This allows for you and your manager/supervisor to prepare for your time off and assure that all staffing needs are met. Requests for paid time off will be reviewed by management and may be denied based on operational and business needs. There may be occasions, such as sudden illness, when you cannot provide advance notice. In those situations, inform your manager/supervisor of your circumstances as soon as possible.

Paid time off does not count as hours worked for purposes of calculating overtime.

13.6 Parental Leave Policy

The Company provides up to eight weeks of unpaid leave in a 12-month period to employees for the birth or adoption of a child. You must work full time and have three consecutive months of employment with the Company to qualify for this leave.

You must provide at least two weeks' notice of the anticipated date of departure and the date you intend to return or provide notice as soon as practicable if there are reasons beyond your control.

You will be placed in your original job or an equivalent job with equivalent pay and benefits upon return from leave. You will not lose any benefits that accrued before leave was taken.

Federal FMLA leave and Massachusetts parental leave run concurrently and cannot be used consecutively if leave is covered under both laws. The Company will not retaliate against employees who request or take leave in accordance with this policy.

13.7 Small Necessities Leave Policy

Pursuant to the Massachusetts Small Necessities Leave Act, the Company will provide eligible employees with up to 24 hours of unpaid leave during any 12-month period for the following reasons:

- To participate in school, Head Start, and day care activities directly related to the educational advancement of your child, including parent-teacher conferences or interviewing for a new school.
- To accompany your child to routine medical or dental appointments, including check-ups or vaccinations.
- To accompany your elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care, including interviewing at nursing or group homes.

Leave may be taken intermittently or on a reduced leave schedule.

You are eligible for small necessities leave if you have worked for the Company for 12 months, either consecutively or nonconsecutively, and worked at least 1,250 hours in the previous 12-month period.

If the need for leave is foreseeable, you must provide seven days' notice. Otherwise, provide notice as soon as possible. You may also be required to submit certification verifying the reason for the leave. You may elect to use PTO/vacation in place of unpaid leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

13.8 Voting Leave

If your work schedule prevents you from voting on Election Day, the Company will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your manager/supervisor, consistent with applicable legal requirements.

14.0 Safety and Loss Prevention

14.1 Nonsmoking Policy

The Company is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

15.0 Trade Secrets and Inventions

Inventions

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to the Company, is a "work for hire" and is the property of the Company.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Company, you are required to obtain a written waiver of this policy, signed by both you and the CEO.

16.0 Closing Statement

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

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Company Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Chief Executive Officer of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Company.

If I have any questions about the content or interpretation of this handbook, I will contact Human Resources.

Signature

Date

Print Name

Diversity Plan

The Plan below will apply to both to The Pass' cultivating, manufacturing and retail locations all at the same site in Sheffield:

Introduction

The Pass (or "the Company") believes in creating and sustaining a robust policy of inclusivity and diversity and that diversity in the workforce is key to the integrity of a company's commitment to its community. This plan is designed to promote equity among minorities, women, veterans, people with disabilities, the LGBT+ Community and people of all gender identities and sexual orientations in operations of our business. The Pass will make every effort to employ and advance in employment qualified and diverse people at all levels within the Company. Based in the rural Berkshires, The Pass may have some challenges to achieving workplace diversity, but the Company is nonetheless committed to diversity in all elements of its operations. The Pass' Plan to Positively Impact Areas of Disproportionate Impact will enhance this Diversity Plan.

Diversity Goals

The Pass is committed to building a diverse organization that fosters inclusivity and provides equal opportunity for all of its employees to advance and improve their careers within the Company. The Pass will develop and maintain a diverse, aware and inclusive working environment through its: 1) targeted recruitment efforts; 2) employee training and development program; and 3) the responsible oversight of the Company's Diversity Committee ("the Committee"). The Company's long-term goal is to employ a workforce that is at least 50% composed of diverse individuals (minorities, women, people identifying as LGBTQ+, veterans, and persons with disabilities), and to retain and advance those employees within the Company.

Diversity Programs

Recruiting a Diverse Workforce

The Pass is dedicated to creating a diverse culture with a commitment to equal employment for all individuals. The Pass' recruitment efforts are designed to maintain a steady flow of qualified diverse applicants for employment and will include the following steps:

- Developing partnerships with community organizations serving minorities, women, people of all gender identities and sexual orientations, veterans, and persons with disabilities for employment referrals. These organizations will likely be based throughout the Berkshires, but we will make special efforts in the Cities of Pittsfield and North Adams. The Company's initial community partners are identified below;
- Providing briefings to representatives from recruitment sources concerning current and future job openings;
- Encouraging employees from diverse groups to refer applicants for employment;

- Working with our community partners, participating in career day programs and/or job fairs in Pittsfield and North Adams at least twice per year in each municipality and encouraging The Pass' diverse employees to participate whenever possible;
- Establishing recruitment efforts at higher learning institutions including Berkshire Community College; and
- Ensuring that job openings are sent to community partners.

With respect to community partners, The Pass has already fostered relationships with the following entities, who will work collaboratively with the Company to ensure that the diversity goals expressed in this plan are met or exceeded:

- Berkshire Resources for Integration of Diverse Individuals through Education ("BRIDGE")
 - A women and minority-run non-profit, grassroots organization dedicated to advancing equity and justice by promoting cultural competence, positive psychology, and mutual understanding and acceptance. BRIDGE's advocacy efforts have led to the adoption of policies and practices in Berkshire towns and businesses to support equity and justice.

The Pass intends to leverage the vast networks of its community partners to increase visibility of the Company within the diverse communities of the Berkshires and also to better identify diverse individuals for employment at the Company.

The Pass has retained THC Staffing Group as an outside check on the company's internal policies and attainment of goals. THC Staffing Group is a national staffing organization that does diverse recruiting for the cannabis industry. They will review the following written policies and documentation:

- Hiring
- Training
- Retention
- Workplace Culture
- Anti-Retaliation and Harassment Reporting
- Internal Investigations
- Agreements: NDA, Arbitration, Non-competes
- Pay Equity
- Promotion and Demotion
- Termination and Layoffs

These conclusions will be written in a report and sent to the Executive Management Team for purposes of auditing and evaluating the plans and their results.

They will also offer suggestions for incorporating diverse workforce into the company's strategic business plans, examining specific company goals and how they can be compatible for the objectives and for ongoing workforce hiring, retention, and development.

Employee Retention, Training and Development

The Pass will offer promotions, career counseling, and training to provide all employees with equal opportunity for growth and to decrease turnover. The Pass will ensure that all employees are given equal opportunities for promotion by communicating opportunities, training programs, and clearly-defined job descriptions. The Pass will instruct managers and supervisors to refer employees seeking career counseling to the Human Resources Manager.

The Pass' diversity awareness training emphasizes the Company's zero-tolerance commitment against harassment and discrimination, and strict adherence to take corrective action should any issues, concerns, or complaints arise. All employees will be required to complete the diversity awareness training program during employee orientation. Training will begin immediately upon hiring, and all new employees will be required to participate in an orientation program that will introduce and stress the importance of the Diversity Plan.

Upon completion of the orientation program, new hires will be equipped to describe, discuss, and implement the Diversity Plan. Following successful completion of the general orientation program, employees will undergo additional diversity training that will be tailored to the employee's specific job function. All employees will also be required to undergo annual diversity training to ensure knowledge of newly determined best practices and policies and continued familiarity and compliance with the Diversity Plan.

Dissemination of information about the Diversity Plan will include the following:

- Inclusion of the Equal Employment Opportunity and Reasonable Accommodation Statement in the Employee Handbook;
- Inclusion of zero-tolerance policies against harassment, discrimination, bullying, and other actions;
- Postings in suitable areas for employee communication;
- Annual diversity training programs for all employees;
- Quarterly progress evaluation meetings with appropriate personnel; and
- Formal presentations made to management and employees on diversity initiatives.

Diversity Committee Oversight

The Pass will establish the Diversity Committee to assist the executive management team and the Human Resources Manager with the implementation, growth and regular review of the Diversity Plan. The initial members of the Committee will be selected by the executive management team based on their diverse status and their personal commitments to diversity. Additional members of the Committee may be added at the discretion of the executive management team.

The Committee will be responsible for:

- Developing Equal Employment Opportunity (“EEO”) statements, policies, programs, and internal and external communication procedures in support of the goals of the Diversity Plan;
- Assisting in the identification of problematic areas for EEO, including receiving, reviewing, and resolving any complaints of discrimination or other non-compliance with regards to equal opportunity and fair treatment of all employees;
- Assisting management in arriving at effective solutions to problems regarding issues of diversity and inclusion;
- Designing and implementing internal reporting systems that measure the effectiveness of programs designed to support a Company culture that fosters diversity;
- Keeping the Company informed of equal opportunity progress through quarterly reports;
- Reviewing the Diversity Plan with management at all levels of the organization to ensure that the Diversity Plan is understood; and
- Auditing internal and external job postings to ensure information is in compliance with the Diversity Plan and other Company diversity policies and procedures.

Diversity Measurement

The Human Resources Manager will be responsible for auditing the Diversity Plan. The Human Resources manager will develop an annual audit report (“Annual Audit Report”) setting forth the Company’s performance in fulfilling the goals of the Diversity Plan. The Annual Audit Report will contain:

- Employment data, including information on minority, women, disabled, LGBTQ+, and veteran representation in the workforce in all job classifications; average salary ranges; recruitment and training information (all job categories); and retention and outreach efforts;
- The total number and value of all contracts and/or subcontractors awarded for goods and services;
- An identification of each subcontract actually awarded to a member of a diverse group and the actual value of such subcontract;
- A comprehensive description of all efforts made by the Company to monitor and enforce the Diversity Plan;
- Information on diverse group investment, equity ownership, and other ownership or employment opportunities initiated or promoted by the Company;
- Data tracking the Company’s participation at career day programs and/or job fairs in Pittsfield and North Adams (e.g., identities of Company employees who participated, identities of candidates who expressed interest in employment with the Company through use of a sign-in sheet, documentation of follow-up contacts with interested candidates);
- Other information deemed necessary or desirable to ensure compliance with the rules and regulations governing marijuana establishments in Massachusetts; and
- When available, a workforce utilization report including the following information for each job category:
 - The total number of persons employed;

- The total number of men employed;
- The total number of women employed;
- The total number of veterans;
- The total number of individuals identifying as LGBTQ+;
- The total number of service-disabled veterans; and
- The total number of members of each racial minority employed.

The Annual Audit Report will enable the Human Resources Manager to track the Company's progress toward its long-term diversity hiring goal of a workforce at least 25% composed of diverse individuals. The Human Resources Manager, working with the Diversity Committee, will track the Company's progress toward its long-term Diversity Hiring using intermediate diversity hiring targets for years 1-4 of its operation. Those intermediate targets are:

Commencement of Operations: minimum 10% diverse individual employment.

End of Year 1: minimum 15% diverse individual employment.

End of Year 2: minimum 20% diverse individual employment.

End of Year 3: minimum 25% diverse individual employment.

End of Year 4: minimum 25% diverse individual employment.

These short-term metrics and oversight by the Human Resources Manager will ensure that The Pass is regularly evaluating progress toward its diversity hiring goals and employing corrective actions if targets are not met. The Annual Audit Report will include data and commentary discussing the Company's achievement of its intermediate diversity hiring goals and, if necessary, provide for corrective actions if the Company is falling short of those goals. The Human Resources Manager, with support from the Diversity Committee, would be responsible for implementing any such corrective actions.

Diversity Plan Acknowledgments

The Pass pledges to adhere to the requirements set forth in 935 CMR 500.105(4)(a) which provides the permitted advertising, branding, marketing and sponsorship practices for all Marijuana Establishments. The Pass likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b). Finally, none of the actions taken or programs instituted by The Pass will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.

Diversity and Positive Impact Plans
2Q Update
Berkshire Welco LLC

Focusing on Diversity:

- Formed Diversity Committee: Michael Cohen, Nial C. DeMena, Carolann Stickling
- Q2 Updates to Community Partners: In process
- Disseminate Plans to Community Partners post-THC review: (COVID Delays)
- Scheduled Career Fair: BCC 3/30, 4/02 [Cancelled due to COVID]

Annual Goals:

- 25% diverse employment / 5% diverse vendors EOY 2020
- 10% "Targeted Employees" by EOY 2020

Diversity Plan Progress:

- Screening for minority, veteran, LGBTQ+ or prior drug convictions status on job applications on Zip recruiter & Indeed where we posted all positions: VP of Finance, Dispensary Manager, Extraction Manager, Retail Manager, Marketing Manager, Retail Associates, Cultivation Specialists, Lab Technicians
- Employment opportunities posted with MA LGBT Chamber of Commerce
- Screening for minority, veteran, LGBTQ+ or prior drug convictions status on job applications on Indeed where we posted eight positions: Extraction Associate, MIP Manager, MIP Associate, Extraction Manager, Administrative Assistant & Bookkeeper
- We have started the hiring process and currently have prescreened and hired candidates and formally interviewed 11 candidates for these positions to date. Candidates interviewed include veterans and women.
- We have filled the VP of Finance; Administrative Assistant, Lab Technician & the Marketing Manager positions. These positions have been filled by Women and at least 1 or more is over 45 years of age.
- As of August 10, 2020 35.71% of our current workforce are either women or minority
- Women in Color in Stem. Meeting set for August 26th at 11am with Lorena to become a participant in POINT ONE - BETA Certification program for Women of Color in STEM.
- We are actively working with Lorena and using her platform for job posting for all open positions.
- THC Staffing reviewed all plans including and not limited to: Hiring, Training, Retention, Workplace Culture, Anti-Retaliation and Harassment Reporting, Internal Investigations, Agreements: NDA, Arbitration, Non-competes, Pay Equity, Promotion and Demotion, Termination and Layoffs. We have implemented all recommendations into our policies.
- Continue to develop relationships with N. Adams and Pittsfield. (as of 3/2020)
- Briefings to community partners on jobs and job placements (as of 3/2020)
- Q1 job postings sent to community partners (Done)

- Q2 updates in process to be submitted by Sept 15th
- Establish relationships: MassHire Berkshire Career Center and Berkshire Resources for Integration of Diverse Individuals Through Education
- We have been in contact with Gwendolyn VanSandt of the Multicultural Bridge and have become members and will be participating in cultural diversity train the trainer program in an effort to build a positive diverse workplace community and enhance our diversity committee goals & priorities.
- Expand Diversity Committee establish charter and group members (in process)
- Inform community partners of Diversity Plan w/r/t/: Inclusion of zero-tolerance policies against harassment, discrimination, bullying, and other actions; Postings in suitable areas for employee communication; Annual diversity training programs for all employees; Quarterly progress evaluation meetings with appropriate personnel; and Formal presentations made to management and employees on diversity initiatives. (Done)
- North Adams: Emailed with Mayor Bernard in February. Gave Q1 updates on organization. Awaiting job descriptions for local posting. (Done)
- North Adams: Preparing Q2 updates

Positive Impact Plan:

- Educational PSA (Draft video in final phase)
- All Berkshire Benefit Formed (done)
- Mayor Bernard support on candidates, job fair, local support, youth seminars (Post COVID-19 reconnection in progress)
- Mayor Tyer support on post-drug convictions, job fair, local support, youth seminars (Post COVID-19 reconnection in progress)
 - Half of all youth drug educational seminars need to be in N. Adams/Pittsfield
- Email to Berkshire County Sheriff re: release program, post-release hiring. Waiting to hear back from organization. Called to reconnect with program director left a message July 31 at 12:15pm. (COVID-19 hold)
- MassHire Berkshire Career Center emailed & called Melanie re: resuming job fairs and checking on our ability to participate. (COVID-19 hold)
- We have been in touch with Mr. David Nash of the Veterans Services division of the MA DET (continues to be on hold due to COVID-19)

Annual Goals:

- Youth seminars in N. Adams and Pittsfield (2x).
- Job fairs in N. Adams / Pittsfield for Positive Impact (2x)
- Need 10% of BW employees to be "Targeted Employees" by EOY 2020 currently at 35.7%.

Positive Impact:

- THC Staffing review of plans: Hiring, Training, Retention, Workplace Culture, Anti-Retaliation and Harassment Reporting, Internal Investigations, Agreements: NDA,

Arbitration, Non-competes, Pay Equity, Promotion and Demotion, Termination and Layoffs (completed and implemented via policy, posting & hiring and handbook)

- Youth seminars in N. Adams and Pittsfield (2x). (TBD due to COVID)
- We have established business relationships with a local Women Owned Business Entity for administrative assistance, and Diversity Training as well as a Minority Owned Supplier for office supplies.
- We continue to partner and contract with an organization that is Veteran Owned

Diversity and Positive Impact Plans
60-Day Update
Berkshire Welco LLC

Focusing on Diversity:

- Formed Diversity Committee: Michael Cohen, Nial C. DeMena, Carolann Stickling
- THC Staffing Review of Plans: Recommendation Memo 1 submitted
- Q1 Updates to Community Partners: Done
- Disseminate Plans to Community Partners post-THC review: TBD
- Scheduled Career Fair: BCC 3/30, 4/02 [Cancelled due to COVID]

Annual Goals:

- 25% diverse employment / 5% diverse vendors EOY 2020
- 10% "Targeted Employees" by EOY 2020

Diversity Plan Progress:

- Screening for minority, veteran, LGBTQ+ or prior drug convictions status on job applications on Ziprecruiter where we posted four positions: VP of Finance, Dispensary Manager, Extraction Manager, Retail Manager, Marketing Manager
- Screening for minority, veteran, LGBTQ+ or prior drug convictions status on job applications on Indeed where we posted eight positions: Extraction Associate, MIP Manager, MIP Associate, Extraction Manager, Administrative Assistant & Bookkeeper
- We have started the interviewing process and currently have prescreened 35 candidates and formally interviewed 11 candidates for these positions to date. Candidates interviewed include veterans and women.
- We have filled the VP of Finance; Administrative Assistant & the Marketing Manager positions.
- As of March 31st 30% of our current workforce are either women or minority
- Women in Color in Stem. 11:30-12:30pm Jan 15 2020. Spoke to Lorena Soriano founder and CEO. LinkedIn like platform for WoC in Stem. She will open to Berkshire Welco in March 2020 when the platform goes live.
- We are actively working with Lorena and using her platform for job posting for all open positions.
- THC Staffing review of plans: Hiring, Training, Retention, Workplace Culture, Anti-Retaliation and Harassment Reporting, Internal Investigations, Agreements: NDA, Arbitration, Non-competes, Pay Equity, Promotion and Demotion, Termination and Layoffs (in process)
- THC Staffing Community Engagement Assessment (in process)
- Continue to develop relationships with N. Adams and Pittsfield. (Done)
- Briefings to community partners on jobs and job placements (Done)
- Q1 job postings sent to community partners (Done)

- Establish relationships: MassHire Berkshire Career Center and Berkshire Resources for Integration of Diverse Individuals Through Education (BRIDGE contact made contract in process)
- We have been in contact with Gwendolyn VanSandt of the Bridge and will be further defining the resources available to us.
- Inform community partners of Diversity Plan w/r/t/: Inclusion of zero-tolerance policies against harassment, discrimination, bullying, and other actions; Postings in suitable areas for employee communication; Annual diversity training programs for all employees; Quarterly progress evaluation meetings with appropriate personnel; and Formal presentations made to management and employees on diversity initiatives. (in process)
- North Adams: Emailed with Mayor Bernard in February. Gave Q1 updates on organization. Awaiting job descriptions for local posting. (Done)

Positive Impact Plan:

- Educational PSA (in progress)
- All Berkshire Benefit Formed (done)
- Mayor Bernard support on candidates, job fair, local support, youth seminars (done)
- Mayor Tyer support on post-drug convictions, job fair, local support, youth seminars (done)
 - Half of all youth drug educational seminars need to be in N. Adams/Pittsfield
- Email to Berkshire County Sheriff re: release program, post-release hiring. Waiting to hear back from organization. Follow up planned Thursday Jan 30. (COVID-19 hold)
- MassHire Berkshire Career Center phone reach out re: job fairs Jan 22. Awaiting response (COVID-19 hold)
- We have been in touch with Mr. David Nash of the Veterans Services division of the Ma DET (on hold due to COVID-19)

Annual Goals:

- Youth seminars in N. Adams and Pittsfield (2x).
- Job fairs in N. Adams / Pittsfield for Positive Impact (2x)
- Need 10% of BW employees to be "Targeted Employees" by EOY 2020.

Positive Impact:

- THC Staffing review of plans: Hiring, Training, Retention, Workplace Culture, Anti-Retaliation and Harassment Reporting, Internal Investigations, Agreements: NDA, Arbitration, Non-competes, Pay Equity, Promotion and Demotion, Termination and Layoffs (in progress)
- THC Staffing Community Engagement Assessment (in progress)
- Youth seminars in N. Adams and Pittsfield (2x). (TBD due to COVID)
- We have established business relationships with a local Women Owned Business Entity for administrative assistance and Diversity Training as well as a Minority Owned Supplier for office supplies.

Civil/Arc\Design
Engineering Consulting Services
PO Box 343, Ashley Falls, MA 01222
(413)717-9644 · jcollingwoodpe@gmail.com

October 21, 2020

Berkshire Welco, LLC
354 South Main Street
Sheffield, MA 01257

RE: Energy Compliance at 1375 N. Main Street, Sheffield, MA

Dear Mr. Weld,

Please find below a summary of the lighting/energy consumption for both the Grow Building and the Green House at the above noted address.

The Grow Building envelope exceeds the energy compliance for insulation with an R40 in the roof and R39 in the walls. Additionally, each grow room has been further insulated in their walls and ceilings with close-cell foam to effectively and efficiently control the product growing requirement for heating, cooling, and humidity.

Within the Grow Building, each grow-space horticulture lighting power density is listed as follows:

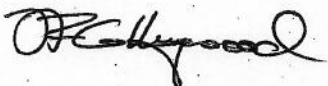
- 4 Large Flowering Rooms - ~38'x27' each (1,026 sq. ft.) with 36 - 1000w Phantom DE HPS Lights (36,000w total) giving 35.08 watts/sq. ft.
- 1 Small Flowering Room - ~18'x27' (486 sq. ft.) with 16 - 1000w Phantom DE HPS Lights (16,000w total) giving 32.92 watts/sq. ft.
- 1 Vegetative Room - ~18x27' (486 sq. ft.) with 36 - 8 bulb HO T5 fixtures, 54w per bulb (15,552w total) giving 32 watts/sq. ft.
- 1 Mother Room - ~13'x40' (520 sq. ft.) with 21 - 315w LEC fixtures (6,615w total) giving 12.72 watts/sq. ft.
- 1 Cloning Room - ~13'x25' (325 sq. ft.) with 20 - 4 bulb HO T5 fixtures, 54w per bulb (4,320w total) giving 13.29 watts/sq. ft.

The adjacent Green House is an open 60 ft x 96 ft (5,760 sq. ft.) space with 90 - 1000w Phantom DE HPS Lights (90,000w total) giving 15.625w/sq. ft.)

No grow space exceeds the maximum 36 watts per square foot threshold mandated by the Mass. CCC.

If there are any questions or concerns regarding the energy lighting specifics of the grow spaces, please contact me.

Sincerely,



Jeffrey F. Collingwood, PE
Special Projects Engineer
MA PE #35818