



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282102
Original Issued Date: 09/28/2021
Issued Date: 09/28/2021
Expiration Date: 09/28/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Humboldt Masters LLC

Phone Number: 860-817-7440
Email Address: andrew@kazakoff.com

Business Address 1: 149 Parsons St
Business City: Brighton
Business State: MA
Business Zip Code: 02135
Business Address 2:
Mailing Address 1: 149 Parsons St
Mailing City: Brighton
Mailing State: MA
Mailing Zip Code: 02135
Mailing Address 2:

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: 100
Role: Owner / Partner
Percentage Of Control: 100
Other Role:

First Name: Elliot Last Name: Kazakoff 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: Percentage Of Control:
Role: Executive / Officer Other Role:
First Name: Robert Last Name: Lockhart Jr. Suffix:
Gender: User Defined Gender:
What is this person's race or ethnicity?:
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 Percentage of Ownership: 100
Entity Legal Name: HM Holdings LLC Entity DBA: DBA City:
Entity Description: Holding company for 100% of Humboldt Masters LLC, Owner 100%
Foreign Subsidiary Narrative:
Entity Phone: 860-817-7440 Entity Email: Entity Website:
Entity Address 1: 215 Shrewsbury st, Entity Address 2:
Entity City: West Boylston Entity State: MA Entity Zip Code: 01583
Entity Mailing Address 1: Entity Mailing Address 2:
Entity Mailing City: Entity Mailing State: Entity Mailing Zip Code:
Relationship Description:

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Elliot Last Name: Kazakoff Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$60000 Percentage of Initial Capital: 100
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 215 Shrewsbury Street
Establishment Address 2:
Establishment City: West Boylston Establishment Zip Code: 01583

Approximate square footage of the Establishment: 22440

How many abutters does this property have?: 140

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

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft.

Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Certification.pdf	pdf	5cbb63600a957444d5908b5e	04/20/2019
Plan to Remain Compliant with Local Zoning	HM Plan to Remain Compliant with Local Zoning_CV.pdf	pdf	5cbb63ca36e3e844f3b51d63	04/20/2019
Community Outreach Meeting Documentation	Community Outreach Meeting Certification Form_Redacted.pdf	pdf	5dcb051cfd468857b99bba4c	11/12/2019

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	HM Plan for Positive Impact_010620.pdf	pdf	5e13e2952f1a065311398674	01/06/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Elliot

Last Name: Kazakoff Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Other Role:

First Name: Robert Last Name: Lockhart Jr. Suffix:

RMD Association:

Background Question:

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DOR COGS.pdf	pdf	5cbb64980a957444d5908b66	04/20/2019
Bylaws	Humboldt Masters Operating Agreement.pdf	pdf	5cbb64b08e20fa4c3aba6c57	04/20/2019
Articles of Organization	Articles of Organization and Cert of Amendment.pdf	pdf	5cbb64c3df25934c58f855cc	04/20/2019
Secretary of Commonwealth - Certificate of Good Standing	Cert of Good Standing SOS.pdf	pdf	5cc4a4acb1ec4a4c446c326b	04/27/2019

No documents uploaded

Massachusetts Business Identification Number: 001341660

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	HM Business Plan.pdf	pdf	5cbb64e75c356a44cb768913	04/20/2019
Plan for Liability Insurance	HM Liability Insurance Plan.pdf	pdf	5cbb6619942dc34c4ebe06e9	04/20/2019
Proposed Timeline	HM Proposed Timeline_CV_V2.1.pdf	pdf	5dfd7477f76dd253236e1b58	12/20/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Separating recreational from medical operations, if applicable	HM Policy for Separating Recreational from Medical Operations_CV.pdf	pdf	5cbb69d2f25dae4c6c3f1bf7	04/20/2019
Restricting Access to age 21 and older	HM Policy for Limiting Access to Persons Age 21 and Older_CV.pdf	pdf	5cbb6a2e0a957444d5908b6c	04/20/2019
Security plan	HM Security System Plan_CV.pdf	pdf	5cbb6b998e20fa4c3aba6c63	04/20/2019
Prevention of diversion	HM Policy and Procedure for the Prevention of Diversion_CV.pdf	pdf	5cbb6c05942dc34c4ebe06ee	04/20/2019
Storage of marijuana	HM Policy and Procedure for Storage of Marijuana_CV.pdf	pdf	5cbb6c7651be434c62d2a548	04/20/2019
Transportation of marijuana	HM Policy and Procedure for the Transportation of Marijuana_CV.pdf	pdf	5cbb6cc39b1a9b44dfe4d7be	04/20/2019
Inventory procedures	HM Policy for Inventory_CV.pdf	pdf	5cbb6cfdb1ec4a4c446c2416	04/20/2019
Quality control and testing	HM Quality Control_CV.pdf	pdf	5cbb6d678e20fa4c3aba6c68	04/20/2019
Dispensing procedures	HM Policy for Dispensing_CV.pdf	pdf	5cbb6da436e3e844f3b51d6d	04/20/2019
Personnel policies including background checks	HM Personnel Policies_CV.pdf	pdf	5cbb6de1df25934c58f855da	04/20/2019

Record Keeping procedures	HM Record Keeping Procedure_CV.pdf	pdf	5cbb6e1a36e3e844f3b51d71	04/20/2019
Maintaining of financial records	HM Maintenance of Financial Records Policy and Procedure_CV.pdf	pdf	5cbb6e6851be434c62d2a550	04/20/2019
Qualifications and training	HM Qualifications and Training Policy and Procedure_CV.pdf	pdf	5cbb6ec7cee9f84c34365342	04/20/2019
Policies and Procedures for cultivating.	HM Cultivation SOP_V2.0.pdf	pdf	5dd05a7374bb15534cd4c938	11/16/2019
Diversity plan	HM Diversity Plan_V2.1.pdf	pdf	5e13e51200f72d57285f005d	01/06/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 6:00 PM
Tuesday From: 8:00 AM	Tuesday To: 6:00 PM
Wednesday From: 8:00 AM	Wednesday To: 6:00 PM
Thursday From: 8:00 AM	Thursday To: 6:00 PM
Friday From: 8:00 AM	Friday To: 6:00 PM
Saturday From: 8:00 AM	Saturday To: 6:00 PM
Sunday From: 8:00 AM	Sunday To: 6:00 PM

Host Community Agreement Certification Form

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

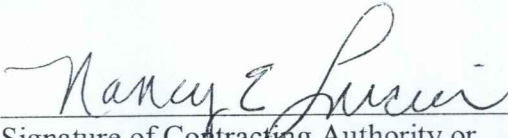
Applicant

I, Elliot A Kazakoff, (insert name) certify as an authorized representative of Humboldt Masters LLC (insert name of applicant) that the applicant has executed a host community agreement with Town of West Boylston (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 3-18-19 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, Nancy E Lucier, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of West Boylston (insert name of host community) to certify that the applicant and Town of West Boylston (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 3-18-19 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community



Plan to Remain Compliant with Local Zoning

Application #: MCN282102

Purpose

The purpose of this plan is to outline how Humboldt Masters, LLC. will remain in compliance and ensure that the Marijuana Establishment is and will remain compliant with local codes, ordinances and bylaws for the physical address of our Marijuana Establishment at 215 Shrewsbury Street in West Boylston, which includes, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

Background

The Town of West Boylston enacted a Zoning Bylaw that established zoning restrictions for Adult-Use Marijuana Establishments.

Per Section 3.13 of the Zoning Bylaw, eligible zones for adult use Cultivation and Product Manufacturing Marijuana Establishments may be allowed by Special Permit issued by the Planning Board in the following locations Zoning Districts: Business (B), Industrial (I), and Commercial/Limited Industrial (CLI). Additionally, Marijuana Establishments may not be located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12; licensed day-care center; Family Day Care Home, place of worship; library; park; or playground establishment.

Our location at 215 Shrewsbury Street is located in the Industrial (I) District and is compliant with all required setbacks. Humboldt Masters has an executed Host Community Agreement with the Town.

Plan:

Humboldt Masters, Inc. is currently fully compliant with all of the requirements outlined in the Bylaw as well as all special permit requirements.

It is the intention of Humboldt Masters to remain compliant with all relevant local codes, ordinances and applicable to a Marijuana Retail Establishment.

In addition to Humboldt Masters, Inc. remaining compliant with the existing West Boylston Zoning Bylaw, our executive management team will continually engage with the Town of West

Boylston to remain up to date with local codes zoning ordinances and by-laws, to remain fully compliant.

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, Elliot A. Kazakoff, (*insert name*) attest as an authorized representative of Humboldt Masters, 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 January 10, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on December 27, 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 December 23, 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 December 24, 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.

COMMUNITY OUTREACH MEETING

Attachment A

Notice is hereby given that a Community Outreach Meeting for Humboldt Masters, Inc., a proposed Marijuana Establishment, is scheduled for January 10, 2019 at 7:00 PM at the Manor Restaurant, 42 West Boylston St., West Boylston Ma, 01583 in the Athenian Room.

Humboldt Masters is proposing to locate a Marijuana Cultivation, Marijuana Product Manufacturing and Marijuana Transportation (Existing Licensee) facility at its anticipated location at 215 Shrewsbury Street in West Boylston. Humboldt Masters is not proposing a retail facility.

For more information regarding Marijuana License types go to: <http://mass-cannabis-control.com/wp-content/uploads/2018/04/Guidance-License-Types.pdf>
There will be an opportunity for the public to ask questions.

Humboldt Masters, LLC

From: noreply@adperfect.com
To: americancannabiscc@gmail.com
Subject: Your Worcester Telegram and Gazette Self Serve ad has been received! AP0039903
Date: Sunday, December 23, 2018 3:29:17 PM

Hello,

Thank you for placing your ad on Worcester Telegram and Gazette! You can view this and all previous ads through your account at <http://www.telegram.com/legalnotice>. Your User name is americancannabiscc@gmail.com.

For further information or to make a change, please call 508-793-9393 or email myaccount@telegram.com.

We appreciate your patronage,



Telegram & Gazette

← → ↺ 🏠 <https://worcestertelegramandgazette.adperfect.com/account> 📖 ☆ ⚙️ 🖨️ 🔗 ⋮

Account Ads (5) Edit Profile

Account Ads

Ads placed on this account. Search 🔍

Preview	Category Order Number Publication	Status	Ad Details	Ad start End	Created Price	Place New Ad
	Legal Notices AP0039903 Worcester Telegram and Gazette Self Serve	Complete	COMMUNITY Notice is hereby	Dec 27, 2018 Dec 27, 2018	Dec 23, 2018 \$ 81.93	
	Legal Notices AP0039845 Worcester Telegram and Gazette Self Serve	Complete	COMMUNITY Notice is hereby	Nov 22, 2018 Nov 22, 2018	Nov 19, 2018 \$ 71.69	
	Legal Notices					

From: [American Cannabis](#)
To: ["enovia@westboyiston-ma.gov"; "planningboard@westboyiston-ma.gov"; "nlucier@wetboyiston-ma.gov"; "ascheipers@westboyiston-ma.gov"](#)
Cc: ["andrew@kazakoff.com"](#)
Subject: Humboldt Masters Community Outreach Meeting
Date: Sunday, December 23, 2018 3:17:00 PM
Attachments: [Community Outreach Public Notice West Boylston Town Officials.docx](#)

Good Afternoon,

On Behalf of Humboldt Masters, LLC., please see the attached Community Outreach Public Notice. Per the Cannabis Control Commission regulations Marijuana Establishment Applicants are required to hold a public meeting to discuss our proposed plans with the public. Humboldt Masters is proposing to operate a Marijuana Cultivator, Marijuana Product Manufacturer and Marijuana Transporter (Existing Licensee) Establishment at 215 Shrewsbury Street in West Boylston.

A prior Community Outreach Meeting was held on November 28th at the American Legion. We received feedback from some in attendance that the notification to the abutters was not received in time for some to attend so we have chosen to hold a second meeting for those who could not attend or would like to learn more about our plans.

We cordially invite any municipal officials to the meeting or schedule a separate meeting to discuss our plans.

Thank You,

Humboldt Masters, LLC



Community Outreach Public Notice

West Boylston Town Clerk;
West Boylston Planning Board;
West Boylston Board of Selectmen; and
West Boylston Town Administrator
140 Worcester Street
West Boylston, MA 01583

December 23, 2018

Notice is hereby given that a Community Outreach Meeting for Humboldt Masters, Inc., a proposed Marijuana Establishment, is scheduled for January 10, 2019 at 7:00 PM at the Manor Restaurant, 42 West Boylston St., West Boylston Ma, 01583 in the Athenian Room. Humboldt Masters is proposing to locate a Marijuana Cultivation, Marijuana Product Manufacturing and Marijuana Transportation (Existing Licensee) facility at its anticipated location at 215 Shrewsbury Street in West Boylston. Humboldt Masters is **not** proposing a retail facility.

For more information regarding Marijuana License types go to: <http://mass-cannabis-control.com/wp-content/uploads/2018/04/Guidance-License-Types.pdf>

There will be an opportunity for the public to ask questions.

Thank You,

Humboldt Masters, LLC



Community Outreach Public Notice

Dear Abutter,

December 24, 2018

Notice is hereby given that a Community Outreach Meeting for Humboldt Masters, Inc., a proposed Marijuana Establishment, is scheduled for January 10, 2019 at 7:00 PM at the Manor Restaurant, 42 West Boylston St., West Boylston MA, 01583 in the Athenian Room. Humboldt Masters is proposing to locate a Marijuana Cultivation, Marijuana Product Manufacturing and Marijuana Transportation (Existing Licensee) facility at its anticipated location at 215 Shrewsbury Street in West Boylston. Humboldt Masters is **not** proposing a retail facility.

For more information regarding Marijuana License types go to: <http://mass-cannabis-control.com/wp-content/uploads/2018/04/Guidance-License-Types.pdf>

There will be an opportunity for the public to ask questions.

Thank You,

Humboldt Masters, LLC



310 foot Abutters List Report

West Boylston, MA

November 16, 2018

Attachment C

Subject Property:

Parcel Number: 176/006/000
CAMA Number: 176/006/000/000
Property Address: 215 SHREWSBURY STREET

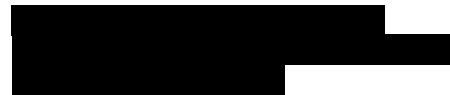
Mailing Address:



Abutters:

Parcel Number: 152/061/000
CAMA Number: 152/061/000/000
Property Address: TEMPLE STREET

Mailing Address:



Parcel Number: 176/002/000
CAMA Number: 176/002/000/000
Property Address: SHREWSBURY STREET

Mailing Address:



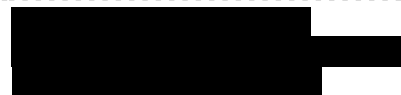
Parcel Number: 176/003/000
CAMA Number: 176/003/000/000
Property Address: SHREWSBURY STREET

Mailing Address:



Parcel Number: 176/005/000
CAMA Number: 176/005/000/000
Property Address: 211 SHREWSBURY STREET

Mailing Address:



Parcel Number: 176/007/000
CAMA Number: 176/007/000/000
Property Address: 225 SHREWSBURY STREET

Mailing Address:



Parcel Number: 177/001/000
CAMA Number: 177/001/000/000
Property Address: SHREWSBURY STREET

Mailing Address:



Parcel Number: 177/002/000
CAMA Number: 177/002/000/000
Property Address: PAUL X TIVNAN DRIVE

Mailing Address:



Parcel Number: 185/999/000
CAMA Number: 185/999/000/000
Property Address: 130 ANGELL BROOK DRIVE

Mailing Address:



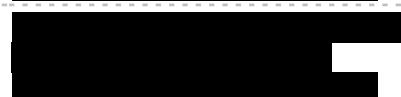
Parcel Number: 185/999/000
CAMA Number: 185/999/000/001
Property Address: 1 ANGELL BROOK DRIVE

Mailing Address:



Parcel Number: 185/999/000
CAMA Number: 185/999/000/002
Property Address: 2 ANGELL BROOK DRIVE

Mailing Address:



www.cai-tech.com

11/16/2018

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

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310 foot Abutters List Report

West Boylston, MA

November 16, 2018

Attachment C

Parcel Number: 185/999/000
CAMA Number: 185/999/000/003
Property Address: 3 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/004
Property Address: 4 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/005
Property Address: 5 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/006
Property Address: 6 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/007
Property Address: 7 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/008
Property Address: 8 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/009
Property Address: 9 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/010
Property Address: 10 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/011
Property Address: 11 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/012
Property Address: 12 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/014
Property Address: 14 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/015
Property Address: 15 ANGELL BROOK DRIVE

Mailing Address:



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11/16/2018

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310 foot Abutters List Report

West Boylston, MA

November 16, 2018

Attachment C

Parcel Number: 185/999/000 Mailing Address
CAMA Number: 185/999/000/016
Property Address: 16 ANGELL BROOK DRIVE

Parcel Number: 185/999/000 Mailing Address
CAMA Number: 185/999/000/017
Property Address: 17 ANGELL BROOK DRIVE

Parcel Number: 185/999/000 Mailing Address
CAMA Number: 185/999/000/018
Property Address: 18 ANGELL BROOK DRIVE

Parcel Number: 185/999/000 Mailing Address
CAMA Number: 185/999/000/019
Property Address: 19 ANGELL BROOK DRIVE

Parcel Number: 185/999/000 Mailing Address
CAMA Number: 185/999/000/020
Property Address: 20 ANGELL BROOK DRIVE

Parcel Number: 185/999/000 Mailing Address
CAMA Number: 185/999/000/021
Property Address: 21 ANGELL BROOK DRIVE

Parcel Number: 185/999/000 Mailing Address
CAMA Number: 185/999/000/022
Property Address: 22 ANGELL BROOK DRIVE

Parcel Number: 185/999/000 Mailing Address
CAMA Number: 185/999/000/023
Property Address: 23 ANGELL BROOK DRIVE

Parcel Number: 185/999/000 Mailing Address
CAMA Number: 185/999/000/024
Property Address: 24 ANGELL BROOK DRIVE

Parcel Number: 185/999/000 Mailing Address
CAMA Number: 185/999/000/025
Property Address: 25 ANGELL BROOK DRIVE

Parcel Number: 185/999/000 Mailing Address
CAMA Number: 185/999/000/026
Property Address: 26 ANGELL BROOK DRIVE

Parcel Number: 185/999/000 Mailing Address
CAMA Number: 185/999/000/028
Property Address: 28 ANGELL BROOK DRIVE



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11/16/2018

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310 foot Abutters List Report

West Boylston, MA

November 16, 2018

Attachment C

Parcel Number: 185/999/000
CAMA Number: 185/999/000/030
Property Address: 30 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/036
Property Address: 118 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/038
Property Address: 38 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/039
Property Address: 39 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/040
Property Address: 40 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/041
Property Address: 41 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/043
Property Address: 43 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/044
Property Address: 44 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/046
Property Address: 46 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/048
Property Address: 48 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/050
Property Address: 50 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/051
Property Address: 51 ANGELL BROOK DRIVE

Mailing Address:



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West Boylston, MA

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Attachment C

Parcel Number: 185/999/000
CAMA Number: 185/999/000/052
Property Address: 52 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/053
Property Address: 53 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/054
Property Address: 54 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/055
Property Address: 55 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/060
Property Address: 60 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/062
Property Address: 62 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/064
Property Address: 64 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/068
Property Address: 68 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/070
Property Address: 70 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/071
Property Address: 71 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/072
Property Address: 72 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/073
Property Address: 73 ANGELL BROOK DRIVE

Mailing Address:



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West Boylston, MA

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Attachment C

Parcel Number: 185/999/000
CAMA Number: 185/999/000/074
Property Address: 74 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/075
Property Address: 75 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/076
Property Address: 76 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/078
Property Address: 78 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/080
Property Address: 80 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/081
Property Address: 81 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/082
Property Address: 82 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/083
Property Address: 83 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/084
Property Address: 84 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/085
Property Address: 85 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/086
Property Address: 86 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/087
Property Address: 87 ANGELL BROOK DRIVE

Mailing Address:



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Attachment C

Parcel Number: 185/999/000
CAMA Number: 185/999/000/088
Property Address: 88 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/089
Property Address: 89 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/090
Property Address: 90 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/091
Property Address: 91 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/095
Property Address: 95 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/096
Property Address: 96 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/097
Property Address: 97 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/098
Property Address: 98 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/099
Property Address: 99 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/100
Property Address: 100 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/101
Property Address: 101 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/102
Property Address: 102 ANGELL BROOK DRIVE

Mailing Address:



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West Boylston, MA

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Attachment C

Parcel Number: 185/999/000
CAMA Number: 185/999/000/103
Property Address: 103 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/104
Property Address: 104 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/105
Property Address: 105 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/106
Property Address: 106 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/107
Property Address: 107 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/108
Property Address: 108 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/109
Property Address: 109 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/110
Property Address: 110 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/111
Property Address: 111 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/112
Property Address: 112 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/114
Property Address: 114 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/116
Property Address: 116 ANGELL BROOK DRIVE

Mailing Address:



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West Boylston, MA

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Attachment C

Parcel Number: 185/999/000
CAMA Number: 185/999/000/120
Property Address: 120 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/122
Property Address: 122 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/126
Property Address: 126 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/128
Property Address: 128 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/132
Property Address: 132 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/134
Property Address: 134 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/136
Property Address: 136 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/138
Property Address: 138 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/140
Property Address: 140 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/142
Property Address: 142 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/143
Property Address: 143 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/144
Property Address: 144 ANGELL BROOK DRIVE

Mailing Address:



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West Boylston, MA

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Attachment C

Parcel Number: 185/999/000
CAMA Number: 185/999/000/145
Property Address: 145 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/146
Property Address: 146 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/147
Property Address: 147 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/148
Property Address: 148 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/149
Property Address: 149 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/150
Property Address: 150 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/151
Property Address: 151 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/152
Property Address: 152 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/153
Property Address: 153 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/154
Property Address: 154 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/155
Property Address: 155 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/156
Property Address: 156 ANGELL BROOK DRIVE

Mailing Address:



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Attachment C

Parcel Number: 185/999/000
CAMA Number: 185/999/000/157
Property Address: 157 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/158
Property Address: 158 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/159
Property Address: 159 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/160
Property Address: 160 ANGELL BROOK DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/201
Property Address: 1 EMILY DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/202
Property Address: 2 EMILY DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/203
Property Address: 3 EMILY DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/204
Property Address: 4 EMILY DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/205
Property Address: 5 EMILY DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/206
Property Address: 6 EMILY DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/207
Property Address: 7 EMILY DRIVE

Mailing Address:

Parcel Number: 185/999/000
CAMA Number: 185/999/000/208
Property Address: 8 EMILY DRIVE

Mailing Address:



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Attachment C

Parcel Number: 185/999/000 Mailing Address:
CAMA Number: 185/999/000/209
Property Address: 9 EMILY DRIVE

Parcel Number: 185/999/000 Mailing Address:
CAMA Number: 185/999/000/210
Property Address: 10 EMILY DRIVE

Parcel Number: 185/999/000 Mailing Address:
CAMA Number: 185/999/000/211
Property Address: 11 EMILY DRIVE

Parcel Number: 185/999/000 Mailing Address:
CAMA Number: 185/999/000/212
Property Address: 12 EMILY DRIVE

Parcel Number: 185/999/000 Mailing Address:
CAMA Number: 185/999/000/214
Property Address: 14 EMILY DRIVE

Parcel Number: 185/999/000 Mailing Address:
CAMA Number: 185/999/000/215
Property Address: 15 EMILY DRIVE

Parcel Number: 185/999/000 Mailing Address:
CAMA Number: 185/999/000/216
Property Address: 16 EMILY DRIVE

Parcel Number: 185/999/000 Mailing Address:
CAMA Number: 185/999/000/217
Property Address: 17 EMILY DRIVE

Parcel Number: 185/999/000 Mailing Address:
CAMA Number: 185/999/000/218
Property Address: 18 EMILY DRIVE

Parcel Number: 185/999/000 Mailing Address:
CAMA Number: 185/999/000/219
Property Address: 19 EMILY DRIVE



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Plan to Positively Impact Areas of Disproportionate Impact

Humboldt Masters, LLC. is committed to do our part in positively impacting areas of disproportionate impact. Our plan focuses on employment, donations, Social Justice Leader Status and the use of suppliers, contractors and partners.

Areas of Worcester has been designated as “Areas of Disproportionate Impact.” It is our plan to engage employees, suppliers, contractors and other partners from these areas when possible.

We acknowledge that progress or success of this plan, in its entirety, is required to be documented annually upon renewal and that renewal occurs one year from provisional licensure whether or not we have a final license.

EMPLOYMENT-

GOAL: Positively impact areas of disproportionate impact by providing good-paying jobs with benefits, including paid time for local volunteerism, and to develop long-term career opportunities.

PROGRAMS FOR ACHIEVING GOALS:

Humboldt Masters will negotiate language, as part of our Host Community Agreement (“HCA”), to hire locally when possible. We are committed to compliance with this requirement and will make every effort to hire ~40% of our employees from the City of Worcester.

1. We will engage with Workforce Central Career Center, which as a Massachusetts One Stop Career center. Workforce Central Career Center serves the City of Worcester. Humboldt Masters will post all job posing through Workforce Central Career Center and will engage in job fairs and other services that Workforce Central Career Center offers.
2. We will engage with Worcester Regional Chamber of Commerce, the Worcester Community Connection Coalition and Coming Home of MetroWest, Central, & Western Massachusetts to post all job postings.
3. Candidates from Worcester and other areas of disproportionate impact will be given preference for open positions at our RME.
4. We will make every effort to provide meaningful participation of communities disproportionately affected by cannabis prohibition and enforcement, including Minority Business Enterprises, Women Business Enterprises, and Veteran Business Enterprises in all of our hiring practices. We have begun vetting and hiring key employees and, thus far, everyone is an existing small farmer, woman, person of color, and/or veteran.
5. We will work directly with local veteran organizations to notify their members of any and all hiring fairs and open positions and will actively recruit veterans.

MEASUREMENT AND ACCOUNTABILITY:

Humboldt Masters, LLC. will produce a full report annually on all attempts to hire, actual hires, from where they came, their training, pay, benefits, and advancement. This report will be made available to the Commonwealth of Massachusetts, the City of Worcester. The data will also be used as an evolving

tool for Humboldt Masters to determine the best hiring practices to reach our stated goals above. Humboldt Masters Managers and community stakeholders will meet to discuss the report and make any necessary adjustments. We also intend to present this report publicly to the Worcester City Council and the City Manager and Mayor.

DONATIONS-

GOAL: To positively impact areas of disproportionate impact by making direct donations and encouraging employee volunteerism through paid volunteer days.

PROGRAMS FOR ACHIEVING GOALS:

Humboldt Masters will make monetary donations to the Worcester based non-profits on an ongoing basis. The amounts of these donations have not been determined. Once the company is stable in its finances and fiscal projections are more solid, these donations will increase.

MEASUREMENT AND ACCOUNTABILITY:

Humboldt Masters, LLC. will produce a full report annually on all charitable donations. This report will be made available to the Commonwealth of Massachusetts and the City of Worcester. Humboldt Masters Managers and appropriate community stakeholders will meet to discuss the report and make any necessary adjustments. We also intend to present this report publicly to the Worcester City Council and the City Manager and Mayor.

SOCIAL JUSTICE LEADER-

GOAL: TO positively impact areas of disproportionate impact by becoming a Social Justice Leader.

PROGRAMS FOR ACHIEVING GOALS:

Humboldt Masters is committed to attaining Social Justice Leader status pursuant to 935 CMR 500.040(3)(a). While we may not be able to attain this status in year 1, it is our plan to make every effort to attain this leadership rating in year 2 of operation.

1. Once our fiscal projections are solid and we feel that the one percent of gross revenue required for this rating will not destabilize the company fiscally, we will make this required donation.
2. We plan to engage with a local, adult educational institution, other educational institutions and other organizations for the purposes holding educational seminars in Marijuana Product Manufacturing and Marijuana Business Training.

MEASUREMENT AND ACCOUNTABILITY:

Humboldt Masters, LLC. will produce a comprehensive report annually on all actions taken to achieve Social Justice Leader status. This report will be made available to the Commonwealth of Massachusetts, the City of Worcester. Humboldt Masters Managers and appropriate community stakeholders will meet to discuss the report and make any necessary adjustments. We also intend to present this report publicly to the Worcester City Council and the City Manager and Mayor.

SUPPLIERS, CONTRACTORS and PARTNERS-

GOAL: To positively impact areas of disproportionate impact by partnering with existing businesses.

PROGRAMS FOR ACHIEVING GOALS:

Humboldt Masters plans to utilize suppliers, contractors and other partners who are from areas of disproportionate impact and are people of color, women, veterans, farmers, and people with drug convictions.

1. It is our goal that ~40% of our vendors, contractors and builders will be sourced locally from Worcester and/or City/Town.
2. As for our wholesale suppliers and partners, we will engage with Worcester based Marijuana Establishments and Marijuana Establishments that have attained Social Justice Leader rating from the Commission to fulfill our product needs. Suppliers for non-marijuana will be sourced from City/Town, Worcester or other areas designated as an area of disproportionate impact.

MEASUREMENT AND ACCOUNTABILITY:

Humboldt Masters, LLC. will produce an ongoing comprehensive ledger on all expenses that includes whether or not the expense is a qualifying one under this program's goals. This ledger will be part of a report to be made available to the Commonwealth of Massachusetts, the City of Worcester. Humboldt Masters Managers and appropriate community stakeholders will meet to discuss the report and make any necessary adjustments. We also intend to present this report publicly to the Worcester City Council and the City Manager and Mayor.



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

mass.gov/dor

Letter ID: L1219566976
Notice Date: April 4, 2019
Case ID: 0-000-498-860



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ANDREW KAZAKOFF
HUMBOLDT MASTERS LLC
149 PARSONS ST # 149
BRIGHTON MA 02135-2151

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, HUMBOLDT MASTERS 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

OPERATING AGREEMENT

OF

HUMBOLDT MASTERS, LLC

A MASSACHUSETTS LIMITED LIABILITY COMPANY

This Operating Agreement (as the same may be amended from time to time, the “**Agreement**”) of Humboldt Masters, LLC, a Massachusetts limited liability (the “**Company**”), is entered into as of November 11, 2018 by and among the Company and the parties listed on Exhibit A hereto. The parties listed on Exhibit A, as the same may be amended from time to time in accordance with the provisions of this Agreement, are individually referred to as a “**Member**” and collectively as the “**Members**”.

WHEREAS, the Company was formed pursuant to the Massachusetts Limited Liability Company Act, as amended (the “**Act**”) by filing the Certificate of Organization with the office of the Secretary of the State of Massachusetts on August 16, 2018;

WHEREAS, the Company and the Members hereto desire to set forth certain matters with respect to the Company in this Agreement, including with respect to the affairs of the Company, and the respective rights and obligations of the parties hereto, all in accordance with and subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Certain Defined Terms

The following capitalized terms shall have the following meanings when used in this Agreement.

Accounting Period means the period beginning on the day immediately succeeding the last day of the immediately preceding accounting period (or, in the case of the first accounting period, the date of this Agreement) and ending on the earliest to occur of the following: (i) the last day of the fiscal year; (ii) the day immediately preceding the day on which a Member makes an additional contribution to, or a full or partial withdrawal from, his Capital Account; (iii) the day immediately preceding the day on which a new Member is admitted to the Company; or (iv) the date of termination of the Company in accordance with this Agreement.

Accredited Investor means accredited investor as such term is defined in Regulation D promulgated under the Securities Act by virtue of such Member's income or net worth.

Act has the meaning set forth in the Recitals.

Affiliate means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such particular Person. For purposes of this definition, control (including, with correlative meaning, the terms controlled by and under common control with), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct and cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.

Agreement has the meaning ascribed to it in the preamble of this Agreement.

Authorized Capital means the Units authorized for issuance by the Manager pursuant to the terms of this Agreement, which capital may be comprised of one or more classes of Units with the relative rights, preferences and designations provided for in Article 9.

Available Cash Flow has the meaning ascribed to it in Section 10.1.

Capital Account means the capital account established for each Member and maintained pursuant to the terms of this Agreement in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2).

Capital Contribution means, as to each Member, the amount of capital specified next to such Member's name in Exhibit A, and any subsequent capital contribution made by a current or new Member to the Company.

Capital Transaction means any sale or exchange of all or any material portion of the assets or Units of the Company, other than in the ordinary course of business, or the liquidation of the Company.

Certificate means the certificate of formation of the Company filed with the Massachusetts Secretary of State, as it may be amended.

Code means the Internal Revenue Code of 1986, as amended.

Company has the meaning ascribed to it in the preamble of this Agreement.

Dissolution Event has the meaning ascribed to it in Section 12.1.

Distributions means those distributions made to the Members under this Agreement including, without limitation, any Tax Distributions made to, or earmarked to be made to, the Members under this Agreement.

Drag-Along Member has the meaning ascribed to it in Section 7.5.

Effective Date means the date of this Agreement.

Humboldt Masters means Humboldt Masters, LLC, a Massachusetts limited liability company.

Initial Capital Contribution means the Capital Contribution of each Member, as set forth in Exhibit A.

Insider(s) has the meaning ascribed to it in Section 4.12(a).

Insider Contracts has the meaning ascribed to it in Section 2.7(a).

Manager means the Manager of the Company responsible for management of the Company, all in accordance with applicable provisions of the Act and this Agreement

Members means any of the Persons admitted as members of the Company and holding Units pursuant to the terms of this Agreement and the Act, prior to the time of withdrawal of such Person, in such Person's capacity as a member, which members hold in the aggregate all of the issued and outstanding Units of the Company. The Members shall constitute the members of the Company, as such term is defined in the Act.

Net Profits means with respect to any particular Member for any particular period, the Profits of the Company allocated to the Member with respect to such period, less all available Losses allocated to such Member by the Company of like character (ordinary, long term capital or short term capital as the case may be) for such period and any prior period. For purpose of this determination, Losses of the Company shall be deemed to be available unless such Losses have previously been utilized in the calculation of Net Profit.

Permitted Transfer has the meaning ascribed to it in Section 7.3(a).

Person means any natural person, corporation, partnership, trust or other legal entity, whether organized for profit or not for profit.

Pro Rata Portion has the meaning ascribed to it in Section 7.4(b).

Profits or Losses means for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such fiscal year or period, determined in accordance with applicable provisions of the Code and Treasury Regulations.

Qualified IPO shall mean upon consummation of a firm commitment underwritten public offering of stock/units or a going public transaction such as a reverse merger.

Regulatory Allocations has the meaning ascribed to it in Section 10.4(e).

Relative means any parent, spouse, brother, sister, child, grandchild or relationship by marriage to or of any Member, or a member thereof, who is a natural person, as the case may be.

ROFR Acceptance has the meaning ascribed to it in Section 7.4(a).

ROFR Purchasing Member has the meaning ascribed to it in Section 7.4(a).

ROFR Sale Notice has the meaning ascribed to it in Section 7.4(a).

ROFR Sale Terms has the meaning ascribed to it in Section 7.4(a).

ROFR Selling Member has the meaning ascribed to it in Section 7.4(a).

ROFR Third-Party Purchaser has the meaning ascribed to it in Section 7.4(a).

Securities Act means the Securities Act of 1933, as amended.

State means the State of Massachusetts.

Tax Distributions means those distributions, if any, made to, or earmarked to be made to, the Members under this Agreement for the payment of any and all taxes due by such Members in connection with the Company, such Tax Distributions which shall be declared and paid at the maximum marginal tax rates for both federal, state, and/or local taxes, for each respective tax year. Additionally, in the event the Company is required to file a composite tax return on behalf of non-resident Members, and State estimated payments are paid by the Company for any non-resident Members, such estimated payments, and any remaining balances paid by the Company for such tax year, shall be considered Tax Distributions for the purpose of this Agreement. The maximum marginal tax rates shall be adjusted up or down from time to time by the Manager, with written notice to the Members, in the event the highest federal, state or local tax rate applicable to any Member changes from time to time. Notwithstanding the foregoing or anything herein to the contrary, a Tax Distribution shall only be made to any such Member upon (i) the authorization of the Manager in his sole and absolute discretion, and (ii) such time that income has been allocated to such Member in excess of cumulative Losses which have been allocated in the past to such Member.

Tax Representative means the Person designated in this Agreement as the Tax Representative hereunder, consistent with Code Section 6223.

Transfer means the sale, exchange, assignment, transfer, pledge, hypothecation or otherwise encumbrance, alienation or disposal of, voluntarily or by operation of law, all or any portion of, or right in or to, the Units.

Treasury Regulations means any regulations promulgated under the Code.

Units means the limited liability company membership interests that are denominated as units of authorized capital of the Company from time to time outstanding, which as of the Effective Date consist of the Units.

ARTICLE 2

GENERAL

Section 2.1 Preliminary Statement

The Company was formed by the filing of the Certificate with the Secretary of the State of Massachusetts on August 16, 2018 to apply for a Marijuana license in the state of Massachusetts. The purposes of this Agreement are to (i) set forth the rights, obligations and duties of the Members and the Company and (ii) adopt this Agreement as the Limited Liability Company Agreement of the Company, as contemplated by the Act. To the extent the rights, powers, duties, obligations or liabilities of any Member are different by reason of any provision of this Agreement than they would have been in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. The Manager shall from time to time take all actions which he may deem to be necessary or advisable for the continuation of the Company as a limited liability company under the Act and qualify the Company to act in any other state where the Manager deems qualification necessary or desirable, so long as the liability of the Members is limited in substantially the same manner as provided under the Act and this Agreement.

Section 2.2 Name

The name of the Company shall be **Humboldt Masters, LLC**.

Section 2.3 Office

As of the date hereof, the principal office of the Company and the registered office of the Company in Massachusetts is 149 Parsons St, Brighton, MA 02135. The Manager may, in his sole discretion, relocate the principal office or appoint a different agent for service of process.

Section 2.4 Fiscal Year

The fiscal year of the Company shall end on December 31, or such other day as the Manager from time to time shall determine.

Section 2.5 Duration

The Company shall have a perpetual term, unless a specific term is set forth in its Certificate. The Company may be dissolved pursuant to this Agreement.

Section 2.6 Purposes of the Company

The Company's business is to own and operate a Marijuana license for cultivation and product manufacturing in the State of Massachusetts, all in accordance with the laws, rules and regulations of the State of Massachusetts as well as engage in all ancillary activities directly or indirectly related to such purpose and engage in any and all other lawful activities permitted under the Act.

Section 2.7 Power and Authority

(a) Subject to the provisions of this Agreement, the Company, by majority vote of the Managers, shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental in furtherance of the purposes set forth in Section 2.6 above, including, without limitation, the power:

(i) to conduct its business and carry on its operations in such manner(s) as may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(ii) to acquire by purchase, lease, contribution to capital or otherwise, own, hold, operate, maintain, finance, refinance, improve, lease, develop, sell, convey, mortgage, transfer, dispose of, property, real or personal, tangible or intangible, that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(iii) to enter into, perform and carry out contracts of every kind and description, including, without limitation, contracts with Insiders, any Affiliates of Insiders, or any agents of the Company (collectively, the "**Insider Contracts**") necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company, subject to Section 4.15;

(iv) to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company including, without limitation, the purchase, sale, transfer, pledge and exercise of all rights, privileges and incidents of ownership or possession with respect to any Company asset or liability; and to secure the payment of any Company obligation by hypothecation or pledge of Company assets;

(v) to lend money for any proper purpose, to invest and re-invest its funds and to take and hold real and personal property to secure the payment of funds so loaned or invested;

(vi) to sue and be sued, complain and defend and participate in administrative or other proceedings;

(vii) to appoint employees and agents of the Company, and define their duties and fix their compensation;

(viii) to indemnify any Person in accordance with the Act or this Agreement;

(ix) to obtain any and all types of insurance;

(x) to cease its activities and cancel its Certificate;

(xi) to negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of its assets or liabilities;

(xii) to borrow money and issue evidence of indebtedness and guaranty indebtedness and to secure the same by mortgage, pledge or other liens on the assets of the Company;

(xiii) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle, any and all other claims or demands of or against the Company or to hold such proceeds against payment of contingent liability; and

(xiv) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company.

(b) Subject to the provisions of this Agreement and the approval of the Manager, (i) the Company may enter into and perform any and all documents, agreements and instruments contemplated hereby, all without any further vote, act or approval of any other Members, and (ii) the Manager may authorize any person, including any Member or officer to enter into and perform any document, instrument or agreement on behalf of the Company.

Section 2.8 No State Law Partnership

The Members intend that the Company shall not be a partnership, either general or limited, or a joint venture in that no Member or officer shall be a partner or joint venturer of any other Member or officer for any purpose other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to the contrary. The Members intend that the Company shall be treated as a corporation for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

ARTICLE 3

MEMBERS

Section 3.1 Place of Meetings

Any meeting of the Members shall be held at the principal office of the Company or at such other place, within or without the State of Massachusetts, as shall be designated by the Manager, including without limitation telephonic meetings pursuant to Section 3.5.

Section 3.2 Notice of Member Meetings

Meetings of the Members may be held without call or notice at such places and at such times as the Manager may from time to time determine, provided, however, if the vote of the Members is required at such meeting, then written notice of the meeting to all Members shall be given by, or at the direction of, the person or persons calling such meeting at least three (3) days prior to the date of giving of such notice. Such notice shall specify the purpose of the meeting and be given by sending a copy thereof by email or facsimile transfer, by receipted hand delivery or by reputable overnight courier, or by certified mail return receipt requested to each Member. Such notice shall specify the place, day and hour of the meeting.

Section 3.3 Waiver of Notice

A waiver of notice, in writing, signed by the person or persons entitled to such notice, whether before or after the date stated therein, shall be deemed equivalent to the giving of such notice. Notice of a meeting need not be given to a Member who provided a waiver of notice or consent to holding the meeting or an approval of the minutes thereof in writing, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to that Member. Unless otherwise required by law, neither the business to be transacted nor the purpose of the meeting need be specified in the waiver of notice of such meeting.

Section 3.4 Quorum

With respect to any meeting of Members, the presence in person or by proxy of the holders of a majority of the issued and outstanding Units of the Company shall constitute a quorum with respect to matters that require that vote of the Members, if applicable, in accordance with this Agreement or the Act. Members present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough issued and outstanding Units entitled to vote to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those Members present may adjourn the meeting to such time and place as they may determine.

Section 3.5 Telephonic Meetings

One (1) or more Members may participate in any regular or special meeting of the Members by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other.

Section 3.6 Voting Power and Rights

Except as otherwise provided for herein, the holders of Units shall be entitled to vote on all matters required by law or by the Certificate or this Agreement to be voted upon or approved by the Members. The Members holding Units shall be entitled to vote at any regular or special meeting of the Members. To the extent a matter must be voted upon by all Members, all actions

or vote with respect to such matter shall be a valid and effective act of the Company upon the consent of Members holding a majority of all the issued and outstanding Units.

Section 3.7 Members

a. List of Members; Admission. Subject to the following sentence, the name, mailing address, Capital Contribution, date of Capital Contribution, number and number of Units of the Members are set forth on Exhibit A attached hereto, as such exhibit shall be amended from time to time in accordance with the terms of this Agreement. Any reference in this Agreement to Exhibit A shall be deemed to be a reference to Exhibit A, as amended and in effect from time to time. Upon (i) the execution and delivery of this Agreement and (ii) receipt of such Person's Capital Contribution, as set forth on Exhibit A, each Person listed on Exhibit A is hereby admitted to the Company as a Member of the Company with the number and class of Units set forth opposite such Person's name as of the date such person executes and delivers this Agreement.

b. Loans by Members. No Member shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or the terms of this Agreement. In the event that any Member does make a loan to the Company, neither the principal of, nor interest accrued upon, such loan shall be deemed a Capital Contribution. The Company is prohibited from loaning any money to any Insiders.

Section 3.8 No Liability of Members

Except for conduct that a court of competent jurisdiction deems to constitute fraud, willful misconduct or gross negligence, as otherwise required by applicable law, and as expressly set forth in this Agreement, no Member shall have any personal liability whatsoever in such Member's capacity as a Member, whether to the Company, to any of the other Members, to the creditors of the Company, or to any other Person, for the debts, liabilities, commitments or other obligations of the Company for any losses of the Company or to restore any deficit balance in such Member's Capital Account, or otherwise. Each Member shall be liable only to make such Member's Capital Contribution to the Company and any other payments specifically required hereunder.

Section 3.9 Other Activities

The Members and their Affiliates, other than the Manager and the Officers of the Company, may engage in, possess interests in, own, operate or manage other businesses or investment ventures of every kind and description for their own account or jointly with others. Except as otherwise provided herein, neither the Company nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

Section 3.10 Qualifications of Members

Each Member, to the extent required by applicable law, shall be an Accredited Investor.

ARTICLE 4

MANAGEMENT OF THE COMPANY

Section 4.1 Manager

(a) The full and entire management of the business and affairs of the Company shall be vested in the Manager that shall have and may exercise all of the powers that may be exercised or performed by the Company in accordance with the terms of this Agreement. Unless the approval of the Members is required by this Agreement or by nonwaivable provisions of applicable law, the Manager, shall have full, complete, and plenary authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business, in accordance with the terms hereof.

(b) In order to secure the obligations of each Member who now or hereafter holds any voting securities to vote such Member's Units in accordance with the provisions of this Section 4.1, each Member hereby acknowledges and agrees to the grant of the power of attorney set forth in Section 16.6.

(c) The Manager may, from time to time, delegate to one or more persons (including any Member or any officer or employee of the Company) such authority and responsibility as the Manager may deem advisable including, but not limited to, the creation of an advisory board to assist and counsel the Manager on decisions impacting the Company. Any delegation pursuant to this subsection (d) may be revoked at any time by the Manager.

Section 4.2 Election of the Manager

The initial Manager of the Company shall be Elliot Andrew Kazakoff (the "**Manager**", and, if more than one, collectively the "**Managers**"). Manager need not be residents of the State of Massachusetts or Members of the Company.

(a) Section 4.3 Resignation of a Manager.

Subject to the terms of any separate written agreement between the Company and a Manager, a Manager may resign at any time by giving written notice to the Company. The resignation of a Manager who is also a Member shall not affect his rights as a Member. A Manager's resignation permitted hereunder shall be effective upon receipt unless such notice specifies a different date, and the acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4.4 Compensation of the Managers

The Managers shall not receive compensation for their services, except as otherwise approved by a majority vote of the Managers. The Managers, by majority vote, may establish what compensation, if any, the Managers may receive.

Section 4.5 Regular Meetings

The Managers shall hold such regular meetings at such times and places as it may determine.

Section 4.6 Special Meetings

Any Manager shall have the right to call special meetings at such times and places as he or she may determine, to be designated in a written notice of such meeting.

Section 4.7 Notice of Meetings

In the event there is more than one Manager, meetings of the Manager may be held without call or notice at such places and at such times as the Manager may from time to time determine, provided, however, if the vote of the Members is required at such meeting, then written notice of the meeting shall be given by, or at the direction of, the person or persons calling such meeting at least three (3) days prior to the date of giving of such notice. Such notice shall be given by sending a copy thereof by email or facsimile transfer, by receipted hand delivery or by reputable overnight courier, or by certified mail return receipt requested to each Manager. Such notice shall specify the purpose, place, day and hour of the meeting.

Section 4.8 Waiver of Notice

A waiver of notice, in writing, signed by the person or persons entitled to such notice, whether before or after the date stated therein, shall be deemed equivalent to the giving of such notice. Notice of a meeting need not be given to a Manager who provided a waiver of notice or consent to holding the meeting or an approval of the minutes thereof in writing, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to that Manager. Unless otherwise required by law, neither the business to be transacted nor the purpose of the meeting need be specified in the waiver of notice of such meeting.

Section 4.9 Action by Consent

Except as is otherwise specifically provided for herein, any action which may be taken at a meeting of the Manager may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by the Manager who would be entitled to vote at such meeting and shall be filed with the records of proceedings of the Manager of the Company. Notice of such actions taken by the Company shall be distributed to all Manager as soon as practicable.

Section 4.10 Telephonic Meetings

The Manager may participate in any regular or special meeting of the Manager by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

Section 4.11 Quorum; Requisite Vote

Except as is otherwise specifically provided for herein, the Manager in office shall be necessary to constitute a quorum for the transaction of business and the acts of the Manager present at a meeting at which a quorum is present shall be the acts of the Manager.

Section 4.12 Interested Member or Officer Contracts

(a) No contract or other transaction between the Company and (a) one or more of its Members, officers or Affiliates of thereof (collectively, “**Insiders**”) or (b) any other entity in which one or more Insiders of the Company is an equity holder, director or officer or has a financial interest, shall be void or voidable solely (i) for such reason, (ii) because such Insider is present at or participates in the meeting of the Members, as applicable, at which such contract is authorized or (iii) because the vote of such officer or Member is counted at the meeting of the Members, as applicable, at which such contract is authorized, if the Manager approves such transaction **and** one of the following conditions is satisfied:

(i) All material facts as to such contract, and such Insider’s interest therein (if any), have been disclosed to or are known by the majority of all the Members and such contract or amendment thereto has been specifically approved in good faith by the majority of the Members, without counting the vote of any interested Member; or

(ii) Such contract or amendment thereto is fair as to the Company as of the time at which such contract is authorized, approved or ratified by the Manager.

Members so interested may be counted when present at meetings of the Members for the purpose of determining the existence of a quorum.

(b) To the extent the Manager appoints any of its members to be officers of the Company, nothing in this Agreement shall prevent such persons from receiving a salary or other compensation from the Company in his or her capacity as an officer.

Section 4.13 Scope of Authority of the Managers

Unless otherwise required by the Act or the express provisions of this Agreement, the Manager shall have the exclusive power and authority to manage the day-to-day business and affairs of the Company, and to carry out and exercise any and all of the purposes and powers of the Company set forth in Section 2.6 and 2.7, without the necessity of a meeting of the Members including, without limitation, the power to:

(i) open, maintain and close bank accounts and draw checks or other

orders for the payment of money;

(ii) receive, acknowledge receipt for, account for, deposit, dispose of and/or otherwise handle all securities, checks, money and other assets or liabilities of the Company;

(iii) hire employees, bankers, attorneys, accountants, consultants, custodians, contractors and other agents, and pay them reasonable compensation;

(iv) maintain one or more offices within or without the State of Massachusetts and in connection therewith rent or acquire office space and do such other acts as may be advisable in connection with the maintenance of such offices;

(v) obtain any and all types of insurance;

(vi) negotiate, enter into, re-negotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of the Company's assets or liabilities;

(vii) borrow money and issue evidences of indebtedness and guaranty indebtedness and to secure the same by mortgage, pledge or other lien on the assets of the Company;

(viii) pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle, any and all other claims or demands of or against the Company or to hold such proceeds against payment of contingent liability;

(ix) make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(x) enter into any agreement that requires consideration for goods or services payable by or to the Company;

(xi) conduct marketing, advertising or public relations efforts or campaigns of the Company, including, without limitation, developing, hosting and maintaining internet websites; and

(xii) do any and all acts required of the Company with respect to its interest in any other Person.

No Member, unless such Member is a Manager or the Chief Executive Officer, shall have any power or authority to manage the business or affairs of the Company.

Section 4.14 Coordination With The Act

It is the intent of the parties that, for all purposes, the term Manager shall be deemed to be

synonymous with the term Manager as used in the Act, and the term Member or Members shall be deemed to be synonymous with the term Member or Members as used in the Act.

Section 4.15 Other Activities

The Insiders, other than the Manager and Officers of the Company, and their respective Affiliates may engage in, possess interests in, own, operate or manage other businesses or investment ventures of every kind and description for their own account or jointly with others. Except as otherwise provided herein, neither the Company nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

Section 4.16 Advisory Board

The Manager may create a non-voting advisory board (the “**Advisory Board**”) to which the Manager may consult. Compensation, if any, for members of the Advisory Board shall be determined by the Manager.

ARTICLE 5

OFFICERS

Section 5.1 Number and Election

The Manager shall appoint a President, a Treasurer and a Secretary, and may appoint such other officers and agents as the Manager may deem appropriate. Any such officers shall have the authority of the Manager to act on behalf of and to bind the Company to the full extent of the Manager’s delegation of authority to such officers.

Section 5.2 Qualifications

A Person may hold more than one office. An officer may, but need not, be a Member of the Company.

Section 5.3 Term of Office

Each officer shall hold office until the end of the term for which such officer is appointed and until his or her successor shall have been elected, or until such Person's earlier death, resignation or removal.

Section 5.4 Chief Executive Officer, Chief Operating Officer and Chief Financial Officer

The Manager may also appoint a Chief Executive Officer, Chief Operating Officer and Chief Financial Officer, such officers to have the authority of the Manager to act on behalf of and to bind the Company to the full extent of the Manager's delegation of authority to such officers.

Section 5.5 President/CEO

The President/CEO shall supervise generally and have executive powers concerning all of the day to day operations of the Company and shall perform all duties incident to the office of the President including, without limitation, exercise of general operating powers concerning all the property, business and affairs of the Company. The President or CEO shall be charged with carrying out the policies, programs, orders and resolutions adopted or approved by the Manager, and shall have all powers and perform all duties incident to the office, and any further powers and duties as from time to time may be prescribed by the Manager. The President shall report to the Manager.

Section 5.6 Treasurer

The Treasurer shall be the chief financial officer of the Company and shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and shares. The Treasurer shall have custody of the funds and securities of the Company and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all monies and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager or the President of the Company. The Treasurer shall have such other powers and perform such other duties as may from time to time be prescribed by the President or the Manager.

Section 5.7 Secretary

The Secretary shall attend meetings of the Members, keep minutes thereof and Company documents and materials in suitable books, and in general, perform all duties incident to the office of Secretary.

Section 5.8 Initial Officers

The Manager shall be deemed to have appointed as initial officers of the Company **Elliot Andrew Kazakoff** to the positions of President, Secretary and Treasurer.

Section 5.9 Other Activities

The Managers and Officers of the Company and their respective Affiliates may engage in, possess interests in, own, operate or manage other business or investment ventures of every kind and description for their own account or jointly with others; provided that such business or

investment venture does not directly compete with the business of the Company. Except as otherwise provided herein, neither the Company nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

Section 5.10 Salaries of Officers

The Manager shall determine and set salaries and other compensation for the Company's officers. Officers of the Company may be entitled to a salary and other compensation regardless if he or she is a Manager.

ARTICLE 6

EXECUTION OF DOCUMENTS

Section 6.1 Checks, Etc.

The Manager, or with his approval, one or more officers, may from time to time designate such employees, persons, entities, officers or agents who shall have power on behalf of the Company, in its name, to sign and endorse checks and drafts and to authorize the wire transfers of funds.

Section 6.2 Other Documents.

Unless otherwise authorized in writing by the Manager, all contracts, leases, deeds, deeds of trust, mortgages, negotiable instruments, powers of attorney to transfer the equity interests of Members and for other purposes, and all other documents requiring the authorization of the Manager of the Company shall be executed for and on behalf of the Company by the Person(s) designated in the Certificate, or if no Persons are so designated, by an officer or the Manager or by one (1) or more other Persons designated in writing by the Manager.

ARTICLE 7

UNIT CERTIFICATES AND TRANSFERS

Section 7.1 Unit Certificates

Units, which shall represent the limited liability company ownership interests of the Members in the Company, may be evidenced by a certificate in such form as the Manager may from time to time determine. Every certificate issued by the Company shall be signed by the President and the Secretary of the Company. Each certificate representing Units in the Company now or hereafter issued shall include a conspicuous legend, stating that the certificate and the rights represented by the certificate, including, without limitation, all rights to transfer such certificate, are subject to the terms of this Agreement, as it may be amended from time to time, and such other legend(s) as the Manager may deem to be appropriate.

Section 7.2 Loss or Destruction of Unit Certificates

In case of loss or destruction of a Unit certificate, no new certificate shall be issued in lieu thereof except upon satisfactory proof to the Manager or his designee of such loss or destruction, which proof may be in the form of an affidavit signed under the penalties of perjury and upon the giving to the Company of satisfactory security or indemnity against loss, by bond or otherwise, if such security or indemnity is deemed appropriate by the Manager. Any such new certificate shall be plainly marked “Duplicate” upon its face.

Section 7.3 Transfers of Units

(a) Restrictions on the Transfer of Interests. Subject to the exceptions below, no Member may Transfer any portion of any Units to any other Person without the prior written consent of the Manager, which consent may be granted or withheld for any or no reason. Notwithstanding anything to the contrary contained herein, including without limitation the provisions of Sections 7.4 and 7.5, any Member may Transfer all or a portion of his/her/its Units (the following, each, a “**Permitted Transfer**”): (w) to another Member, (x) in the case of a Member who is a natural person, to (i) such Member's Relative, (ii) any trust, limited partnership, limited liability or other company primarily for the benefit of a Relative, (iii) any trust, limited partnership, limited liability or other company the beneficial owner of which includes only such Member, or (iv) any trust, limited partnership, limited liability or other company which is controlled directly or indirectly by such Member; (y) in the case of a Member who is not a natural person, to any partner, parent, subsidiary, equity holder or Affiliate of such Member; or (z) to another natural person or entity upon approval by the Manager; provided that any such transferee under clauses (w), (x), (y) or (z) immediately above shall agree in writing to be bound by, and the Units so transferred shall remain subject to, the terms and conditions of this Agreement; provided, further, that any proposed Transfer under this Section 7.3 must meet the following conditions unless so waived by the Manager, which conditions are intended, among other things, to ensure compliance with the provisions of applicable laws:

(i) the transferor or transferee undertakes to pay all expenses incurred by the Company in connection therewith;

(ii) the Company shall receive from the Person to whom such transfer is made (a) such documents, instruments and certificates as may be requested by the Manager, pursuant to which the transferee shall become bound by this Agreement, (b) a certificate to the effect that the representations and information required to be furnished pursuant to this Agreement are (except as otherwise disclosed in writing to the Manager) true and correct with respect to such Person and (c) such other documents, opinions, instruments and certificates as the Manager shall request; and

(iii) the transferring Member shall, prior to making any such transfer, deliver to the Company the opinion of counsel described in form and substance satisfactory to the Manager and shall be substantially to the effect (unless specified otherwise by the Manager) that giving effect to the Transfer contemplated by the opinion (a) will not violate any provisions of the Securities Act or applicable state securities laws; (b) for

Federal income tax purposes, will not cause the termination or dissolution of the Company and will not cause the Company to be classified as other than a corporation; and (c) will not violate the laws of any state or the rules and regulations of any governmental authority applicable to such Transfers, including without limitation, Massachusetts laws and regulations related to cannabis and the cannabis industry.

(b) Admission of Transferee as Member. Any transferee of all or any part of the Member's Units pursuant to the terms of this Article 7 shall be admitted to the Company as a substitute Member (and a member of the Company for purposes of the Act). In such event, such substitute Member shall, to the extent of such transfer, succeed to the Capital Account, rights and obligations hereunder of the Member making such transfer.

(c) Effective Date of Transfer. The Manager may, in his sole discretion, permit a Transfer to become effective as of the first day of the Accounting Period following such Transfer.

(d) No Dissolution. Admission of a substitute Member shall not be a cause for dissolution of the Company.

(e) Attempted Transfer in Violation of Agreement. Any purported transfer of any Units, in whole or in part, not made in accordance with this Article 7 shall be null and void *ab initio* and the Manager and all Members are authorized to continue to treat the purported transferor as a Member for all purposes of this Agreement.

(f) No Admission. No Person shall be admitted as a Member if such admission will (i) cause the Company to be classified as other than a corporation for Federal income tax purposes; or (ii) constitute a violation of any applicable registration provisions of the Securities Act or any other applicable State or Federal securities laws.

Section 7.4 Right of First Refusal

(a) In the event that a Member receives an offer from a third party to purchase any or all of the Member's Units (a "**ROFR Third-Party Purchaser**"), such Member (the "**ROFR Selling Member**") shall provide written notice (the "**ROFR Sale Notice**") to all other Members stating the terms of such proposed sale, including, without limitation, the purchase price for such Units (the "**ROFR Sale Terms**"), and including copies of all materials (including, without limitation, a signed term sheet) with respect to such proposed sale. Each Member under the last sentence of this Section 7.4(a), shall have the exclusive right, not more than thirty days after receipt of the ROFR Sale Notice (during which time the ROFR Selling Member may not sell such Units to the ROFR Third-Party Purchaser), to either: (i) decline to purchase such Units from the ROFR Selling Member, or (ii) provide to the ROFR Selling Member a written notice (the "**ROFR Acceptance**") stating that the other Member, under the following sentence (a "**ROFR Purchasing Member**"), has agreed to acquire the Units of the ROFR Selling Member in accordance with the ROFR Sale Terms.

(b) If an ROFR Acceptance is given by a ROFR Purchasing Member to the ROFR Selling Member as provided in Section 7.4(a) above, the ROFR Selling Member shall sell the subject Units to the ROFR Purchasing Member pursuant to the ROFR Sale Terms. If more than one ROFR Purchasing Member delivers a ROFR Acceptance, each such ROFR Purchasing Member shall be allocated its Pro Rata Portion of the subject Units, unless otherwise agreed by such ROFR Purchasing Members. For the purposes of this Section 7.4, “**Pro Rata Portion**” means, with respect to any eligible ROFR Purchasing Member, on the date of the ROFR Sale Notice, the number of Units, equal to the product of: (A) the total number of offered Units and (B) a fraction determined by dividing: (y) the number of Units owned by such ROFR Purchasing Member by (z) the total number of Units owned by all of the ROFR Purchasing Members.

(c) Failure of all other Members to deliver the ROFR Acceptance within thirty days after receipt of the ROFR Sale Notice shall be deemed to be an election by the other Members not to purchase the Units of the ROFR Selling Member as provided pursuant to Section 7.4(a). In the event the other Members elect not to purchase such Units of the ROFR Selling Member, the ROFR Selling Member may then sell such Units to the ROFR Third-Party Purchaser, provided that such sale to the ROFR Third-Party Purchaser is pursuant to terms not less favorable than the ROFR Sale Terms, as certified to the other Member by the ROFR Selling Member. If the ROFR Selling Member desires to sell the applicable Units to a ROFR Third-Party Purchaser on terms less favorable than the ROFR Sale Terms provided to the other Members, the ROFR Selling Member may not sell such Units without first providing the other Members with a revised ROFR Sale Notice and complying with the terms and provisions of this Section 7.4. The time period for the other Members to review and accept or deny such ROFR Sale Terms shall be fifteen days after receipt of such revised ROFR Sale Notice. Any permitted Transfer of a Units to a ROFR Third-Party Purchaser under this Section 7.4(c) shall be subject to such ROFR Third-Party Purchaser's compliance with Section 7.3 hereof in all respects.

(d) Notwithstanding the foregoing, this Section 7.4 shall not apply and a Member shall not have the right to purchase the Units of the other Members in connection with a Permitted Transfer.

Section 7.5 Drag-Along Rights

If at any time the Manager or any Member receives a bona fide offer from a third party to purchase, in one transaction or a series of related transactions, a majority of the issued and outstanding Units of the Company or the Managers by a majority vote decides to do a Qualified IPO, the Manager shall have the right to require that each other Member (each, a “**Drag-Along Member**”) participates in the Qualified IPO or in such sale in the manner set forth in this Section 7.5, and each Drag-Along Member shall be required to sell its respective interests at the price and upon the terms offered to the Manager or any Member; *provided, however*, that no Drag-Along Member shall be required to transfer or sell any of its Units if the consideration for the drag-along sale is other than cash or registered securities listed on an established U.S. or foreign securities exchange or traded on the NASDAQ National Market or a U.S. or foreign established over-the-counter trading system. Notwithstanding the provisions of this Section 7.5 and Section 10(2)(a)(ii), as applicable, shall not apply and a Member shall not have the so-called “drag-along rights” in connection with a Permitted Transfer. Notwithstanding anything to the

contrary in this Agreement, each Drag-Along Member shall vote in favor of the transaction and take all actions to waive any dissenters, appraisal or other similar rights.

ARTICLE 8

INDEMNIFICATION OF MEMBERS, OFFICERS AND OTHERS

Section 8.1 Indemnification

The Company shall indemnify any Person who was or is a party, or is threatened to be made a party, to any pending, threatened or completed action, suit or proceeding, whether criminal, civil, administrative or investigatory, by reason of the fact that such Person is or was a Manager, or officer or counsel of the Company, or is or was serving at the request of the Company or the Manager as a partner, director, officer, principal, counsel or trustee of another corporation or business entity, or benefit plan or trust, against expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit or proceeding, unless the Person seeking indemnification is determined to have been guilty of some gross negligence, fraud or willful misconduct, or otherwise not to have acted in good faith in the reasonable belief that his actions or omissions were in the best interests of the Company; provided, however, that the standard of conduct set forth in this sentence shall apply to a Manager who is also an officer if the basis on which he or she is made a party to the proceeding is an act or omission solely as an officer. For the avoidance of doubt, a Manager's conduct shall not be deemed to be willful misconduct for engaging in activity related to cannabis or the cannabis industry that may be a violation of federal law, so long as the Manager's conduct or activity is reasonably believed to be in compliance with applicable state laws. The Company may, but shall not be required to, indemnify any employee, independent contractor or agent of the Company on the same terms, or on such other terms as the Manager deems appropriate. Notwithstanding the foregoing, a Person shall be entitled to indemnification hereunder for alleged violation of federal and state securities laws to the maximum extent permitted by such laws.

Section 8.2 Advance Payment

The right to indemnification provided for in this Article 8 shall include the right to be paid or reimbursed by the Company, the reasonable expenses incurred by a Person of the type entitled to be indemnified under Section 8.1, in advance of the final disposition of any such actions, suit or proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided that the payment of such expenses incurred by any such Person in advance of the final disposition shall be made only upon delivery to the Company of a written affirmation of such Person of his or her good faith belief that such Person has met the standard of conduct necessary to be indemnified under this Article 8 and a written undertaking in form and substance acceptable to the Manager by or on behalf of such Person to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article 8 or otherwise.

Section 8.3 Non-Exclusivity of Article 8

The indemnification provided by this Article and/or the Certificate of the Company shall not be deemed exclusive of nor deemed to exclude any other rights (whether arising under any indemnification agreement, under applicable law, or otherwise) to which those seeking indemnification may be entitled, and shall continue as to a Person who has ceased to be a Manager, employee, counsel or agent of the Company and shall inure to the benefit of the heirs, executors and administrators of such Person.

Section 8.4 Insurance

The Company may, but is not obligated to, purchase and maintain insurance, at its expense, to protect itself, any Person entitled to indemnification hereunder and any other employee or agent of the Company or any Affiliate, whether or not the Company would have the power to indemnify such Person against such expense liability or loss under this Article 8.

Section 8.5 Exculpation

Notwithstanding any other provision of this Agreement, no officer, counsel or Manager of the Company shall be liable to the Company or to any Member or third-party for any act or failure to act undertaken in good faith with the reasonable belief that such act or failure to act was in the best interest of the Company and its Members. It is the intent of the parties that the provisions of this Section 8.5 shall be enforceable to the maximum extent permitted by law.

Section 8.6 Savings Clause

If this Article 8 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless such person indemnified pursuant to this Article 8 as to cost, charges and expenses, including reasonable attorneys' fees, judgments, fines and amounts paid in settlement with respect to any suit, action or proceeding including any appeal thereof to the full extent permitted by any applicable portion of this Article 8 that shall not have been so invalidated and to the fullest extent permitted by applicable law.

ARTICLE 9

CAPITAL

Section 9.1 Authorized Capital and Units

(a) Authorized Capital. The Company shall initially have one (1) class of Units, known as “Units.” [One million (1,000,000)] are hereby authorized and reserved for issuance to the Members and as of the date hereof, the number of issued and outstanding Units of Authorized Capital are as set forth on Exhibit A to this Agreement. The Manager may authorize the issuance of additional classes of Units, in which event Exhibit A shall be revised to properly reflect the issuance of such additional classes of Units and each Member’s revised ownership

interest in the Company. Exhibit A shall be revised from time to time to properly reflect the admission of new members and the transfer of Units, as the case may be.

(b) The Units. The holders of Units shall have the right to vote, on the basis of one vote per Unit, on all matters of the Company as provided for in this Agreement. The holders of Units shall have the rights to participate in Profits, Losses, and distributions of the Company in the manner set forth in this Agreement.

Section 9.2 Capital Contributions

(a) Members. The Members have previously made contributions (capital and/or otherwise) as set forth on Exhibit A to the Company in connection with the issuance of their Units.

(b) Payment of Initial Capital Contributions. As a condition precedent to the issuance of Units, and a subscriber being admitted to the Company as a new Member, such subscriber shall first make a contribution to the capital of the Company in an amount equal to its Capital Contribution commitment. All Capital Contributions shall be made in cash, by certified check or by wire transfer of funds at the direction of the Manager, or in such other lawful form as the Manager may permit. No Member shall be obligated, or have the right, to make capital contributions to the Company in excess of its Capital Contribution commitment.

Section 9.3 Capital Accounts

A Capital Account shall be maintained for each Member in accordance with Section 704 of the Code and the Treasury Regulations adopted thereunder. Without limitation of the foregoing, each such Capital Account shall be increased pursuant to the terms hereof, with the Member's Capital Contributions and with its share of the Profits, shall be decreased by its share of Losses and distributions, and shall otherwise appropriately reflect transactions of the Company and the Members. Profits, Losses and other Capital Account adjustments shall be determined in accordance with Treasury Regulations adopted under Section 704 of the Code.

Section 9.4 Withdrawals from Capital Accounts

No Member shall be entitled to receive interest on or to withdraw any amount from such Member Capital Account, other than as expressly provided herein.

Section 9.5 Issuance of Units and Other Securities

The Manager is authorized, subject to the provisions of applicable law, the Company's Certificate and this Agreement, to issue from time to time any Authorized Capital of Units which is not then issued and outstanding. In addition to the foregoing, the Manager may from time to time issue equity and/or debt securities, options or warrants to acquire Units, and securities convertible into such Units, all on such terms and conditions as the Manager determines in his business judgment. In the absence of actual fraud, the judgment of the Manager as to the value of consideration shall be conclusive. Notwithstanding anything to the contrary contained herein, the actions and/or decisions of the Manager under this Section 9.5 shall be made in such manner and

on such terms and conditions as the Manager determines to be reasonable, appropriate and in the best interests of the Company.

Section 9.6 Additional Capital from Existing Members; Admission of New Members; Dilution

(a) If the Manager determines in good faith that additional capital is required by the Company, the Manager shall so notify the Members in writing, together with a statement of the amount of capital required and the reasons therefor. Each of the Members may, but shall not be required to, contribute additional capital to the Company on a pro rata basis. If less than all of the Members contribute additional capital, then the Members shall have the right to participate, on a pro rata basis, in any further offering of new and different Units to any Persons other than the existing Members as provided in Section 9.6(b). Capital contributions shall be due and payable within the period specified in the Manager's written notice to the Members, or on such other terms as the Manager may reasonably determine to be necessary and appropriate.

(b) If all of the requisite capital is not committed to by all of the existing Members, then new Units in the Company different than Units may be issued and acquiring Persons may become new (as applicable) Members of the Company, as determined from time to time by the Manager, upon terms and conditions determined in the reasonable business judgment of the Manager to be commercially reasonable, provided that each such Member shall execute a counterpart signature page and agree to be bound by the terms and conditions of this Agreement, as it may be amended, to reflect the terms and conditions of admission of such new (as applicable) Members and/or new class of Units.

(c) If fewer than all of the Members participate in a capital call, and if the requisite capital needed is not fully committed to pursuant to the provisions of Section 9.6(b), then all of the requisite capital shall then be raised in the manner as determined by the Manager upon terms and conditions determined in the business judgment of the Manager to be commercially reasonable. With respect to any such transaction that involves the issuance of additional securities of the Company, each Member shall have a right of first refusal to purchase its pro rata share of any such securities. For purposes hereof, "pro rata" means the number of units equal to the ratio of (i) the number of Units held by such Member immediately prior to the issuance of such securities to (ii) the total number of Units outstanding immediately prior to the issuance of such securities. If the Company proposes to issue any such additional securities, it shall give each Member written notice of such intention, describing such securities, the price and terms and conditions upon which the Company proposes to issue the same. Each Member shall have thirty (30) days from the receipt of such notice to agree to purchase its pro rata share of such securities for the price and upon the terms and conditions specified in the notice by giving written notice to the Company and stating therein the number of Units to be purchased. To the extent any Member specifies a number in excess of his, her or its pro rata share, he, she or it may purchase additional offered securities to the extent they are not purchased by other prospective purchasers.

ARTICLE 10

PROFITS, LOSSES, DISTRIBUTIONS AND FEES

Section 10.1 Available Cash Flow

For any particular period, the term “**Available Cash Flow**” as used in this Agreement shall mean the aggregate cash receipts collected by the Company (including, without limitation, sales in the ordinary course of business, interest income, proceeds from the sale of capital assets and the proceeds from any business interruption insurance, but excluding Capital Contributions from Members, proceeds of any debt financing and the proceeds of any casualty, life, or other insurance, unless otherwise determined by the Manager) less (i) the payment or accrual for payment of all current operating expenses; (ii) any debt service payments; and (iii) provisions for the reasonable capital requirements of the Company, including working capital, appropriate to enable the Company to carry out its purposes, but disregarding depreciation, amortization and other noncash items. The Manager’s determination of Available Cash Flow and its components, including, without limitation, the incurring of capital expenses and provisions for reasonable capital requirements and appropriate investments and reinvestments of by or in Company, shall be conclusive, in the absence of bad faith.

Section 10.2 Distribution of Available Cash Flow

(a) Subject to the admission of additional Members and classes of Units, Available Cash Flow of the Company, if any, shall be distributed among the Members from time to time, but no less frequently than annually (except as provided in Section 10.2(a)(i)), as determined in good faith by the Manager and as follows:

(i) Tax Distributions. The Company, subject to having sufficient Available Cash Flow, may declare and pay quarterly Tax Distributions to each Member, pro rata in accordance with the number of Units held by each Member, in an amount that the Manager determines in good faith is sufficient to fund the Members’ estimated taxes for the then-current tax year, as well as declare and pay Tax Distributions to the Members before April 1 of each year for any remaining tax payments due by the Members with respect to the immediately preceding tax year of the Company; or in the case of a Capital Transaction, within thirty days of receipt of such proceeds by the Company, provided that, other than in the case of a Capital Transaction, each such Tax Distribution shall be subject to the Manager determining in good faith that such Tax Distribution shall not materially impair the liquidity of the Company. Notwithstanding anything to the contrary in this Section 10.2(a)(i), (A) no distributions shall be made pursuant to this Section 10.2(a)(i) if distributions otherwise made to such Member under Section 10.2 are sufficient to discharge such Member’s tax liability; and (B) in making any determination of a Member’s taxes, the Manager shall base his determination of the amount to be distributed under this Section 10.2(a)(i) on the cumulative distributive share of items of income, deduction, gain, loss, and credit allocable (or that would be allocable) to such Member’s Units from the date of formation of the Company to the date on which such determination is made (or the end of the year for which the distribution is made, if earlier), in excess of the distributive share of such items from the formation of the Company to the beginning of the year for which such distribution is made.

(ii) Operations. Available Cash Flow, if any, shall be distributed: (A) *first*, 100% to the Members *pro rata* in accordance with the pro rata Capital Contributions of each Member, until such time as the Members have received Distributions under this Section 10.2(a)(ii) equal to 100% of their total Capital Contributions; (B) *thereafter*, to all Members *pro rata* in accordance with the percentage interests of each Member, as set forth on Exhibit A attached hereto, as may be amended from time to time to reflect additional investments and/or the admittance of additional Members.

(iii) Capital Transactions. Available Cash Flow arising from a Capital Transaction shall be distributed in the same manner set forth above in Section 10.2(a)(ii). The foregoing provisions of Section 10.2 to the contrary notwithstanding, the Manager shall have the right to apply any Available Cash Flow to be distributed to a Member against any amounts due from, or required to be contributed by, such Member to the Company, in any capacity. Such application of any Available Cash Flow shall be deemed to be a distribution to such Member. If such Available Cash Flow is applied against any amount required to be contributed by any Member to the capital of the Company, such application shall also be deemed to be a Capital Contribution to the Company. In the event the Capital Transaction is a Qualified IPO, each Member's Units will be automatically converted into common units of the Company at the then applicable conversion price. Such units may or may not be registered as part of a Qualified IPO.

(b) Distributions of Available Cash Flow made only to a specific class of Members shall be made to the Members in such class in a pro rata manner in accordance with the number of Units held by all such Members in such class.

(c) Distributions of Available Cash Flow shall be made to Members of record as of the record date established by the Manager, provided that tax distributions governed by the provisions of Section 10.2(a)(i) shall be made to each Person who has been allocated Net Profits with respect to which the tax distribution relates, irrespective of whether such person is still a Member on the record date or the actual date of the tax distribution.

(d) Notwithstanding anything to the contrary set forth in paragraph (a) of this Section 10.2, any Available Cash Flow which arises during the dissolution or liquidation of the Company shall be distributed in accordance with Section 13.4 below.

(e) The Company is prohibited from making Distributions in kind.

(f) Tax Distributions made pursuant to Section 10.2(a)(i) shall not be treated as an advance against and shall not reduce future distributions payable to any Member pursuant to Section 10.2(a)(ii)(A).

Section 10.3 Allocation of Profits and Losses

(a) For purposes of this Section 10.3, after giving effect to the mandatory allocations set forth in Section 10.4, Profits or Losses for such fiscal year or other applicable period shall be allocated to the Members as follows:

(i) Losses shall be allocated to Members *first* to offset Profits previously allocated to Members in accordance with Section 10.3(a)(ii) and *next* in proportion to each Member's aggregate Capital Contributions that have not been previously distributed pursuant to Sections 10.2 or 13.4, and

(ii) Profits shall be allocated as specified above in Section 10.2(a)(ii) (substituting the term "Profits" for "Available Cash Flow"), with due regard for distributions made pursuant to Sections 10.2(a)(i) and 13.4, and for differences between Available Cash Flow and the time at which Profits are recognized, the intent being at all times to substantially reflect the economic effect of distributions on a cumulative basis since the formation of the Company.

(b) Each item of income, gain, loss or expense giving rise to Profits or Losses of the Company for any period shall be allocated among the Members in the same proportion as the Profits or Losses of the Company for such period are allocated among the Members.

(c) Allocations pursuant to this Section 10.3 determined or approved in good faith by the Manager or his delegate shall be binding upon the Members.

(d) The manner in which Capital Accounts are to be maintained and allocations are to be made pursuant to this Agreement is intended to comply with the requirements of Code Section 704(b) and the Regulations promulgated thereunder, and this Agreement shall be interpreted and administered in a manner consistent therewith.

Section 10.4 Allocations to Comply With Regulations

In order to comply with the provisions of applicable Treasury Regulation, the following special allocations of income, gain, loss and expense shall be made notwithstanding the provisions of Section 10.3 hereof.

(a) Deficit Capital Account Allocations Subject to the remaining provisions of this Section 10.4, in accordance with Treasury Regulation Section 1.704-1(b)(2), no allocation of expenses or losses shall be made pursuant to Section 10.3 hereof to the extent such allocation would cause or increase a net deficit balance in a Member's Capital Account as of the end of the period to which such allocation relates. Such expenses and losses shall instead be allocated among the other Members not subject to this limitation in accordance with the number of Units held by each. For purposes of this paragraph (a), the following rules shall apply:

(i) each Member's net deficit balance in his or her respective Capital Account shall be determined by adding to such Capital Account balance the amount of such Member's share (as determined pursuant to Treasury Regulation Section 1.704-2) of the

total minimum gain of the Company as of the end of the period with respect to which such determination is being made; and

(ii) in determining whether an allocation of loss or expense would cause or increase a net deficit balance in a Member's Capital Account as of the end of the period to which such allocation relates, the initial balance in such Member's Capital Account shall be treated as if it reflected an amount equal to the excess of any distributions that, as of the end of such period, reasonably are expected to be made to such Member in any future period over the net book profits reasonably expected to be allocated to such Member during (or prior to) the period in which such distributions are expected to be made.

(b) Qualified Income Offset Provision. If a Member unexpectedly receives an adjustment, allocation or distribution under this Agreement which causes or increases a net deficit balance in such Member's Capital Account as of the end of the period to which such adjustment, allocation or distribution relates, such Member will be allocated items of income and gain in an amount and manner sufficient to eliminate such net deficit balance as quickly as possible. The rules set forth in subparagraph (a)(i) and (a)(ii) of this Section 10.4 shall apply for purposes of determining whether any adjustment, allocation or distribution would cause or increase a net deficit balance in any Member's Capital Account.

(c) Minimum Gain Chargeback Provision. If there is a net decrease in the Minimum Gain of the Company (as determined pursuant to Treasury Regulation Section 1.704-2) during any period, then each Member shall be allocated items of income and gain in accordance with the provisions of Treasury Regulation Section 1.704-2.

(d) Subsequent Allocations. Any special allocations of items of income, gain, loss or expense made pursuant to this Section 10.4 shall be taken into account in computing subsequent allocations of income, gain, loss and expense pursuant to Section 10.3 hereof, so that the net amount of any item of income, gain, loss and expense allocated to each Member pursuant to Section 10.3 hereof and this Section 10.4 shall, to the extent possible, be equal to the amount of such items of income, gain, loss and expense that would have been allocated to such Member pursuant to such sections if the special allocations of income, gain, loss or expense required by this Section 10.4 had not been made.

(e) Interpretation of these Provisions. The provisions of subsections (a) through (d) (collectively, the "**Regulatory Allocations**") of this Section 10.4 are intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2) and 1.704-2 and shall be interpreted consistently therewith. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, Profits, Loss, or deduction pursuant to this Section 10.4(e). Therefore, notwithstanding any other provision of this Agreement (other than the Regulatory Allocations), the Manager shall make offsetting special allocations of Company income, Profits, Losses or deductions in whatever manner it deems appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to

the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to Section 10.3.

ARTICLE 11

BOOKS OF ACCOUNT AND RECORDS

Section 11.1 Books and Records

The Company, acting through the officers and Manager, shall maintain complete and accurate books and records using either the cash method or the accrual method of accounting, as the Manager may determine, and otherwise in accordance with Generally Accepted Accounting Principles, consistently applied. The books and records shall at all times be maintained at the principal office of the Company and shall be open to the reasonable inspection and, upon written request of a Member specifying the reason for such request (which reason shall be directly related to the interest of such Person as a Member), copying by the Members or their duly authorized representatives at such Member's expense. The Company may require, as a condition precedent to permitting inspection and copy of such records, that the requesting Member agree in writing that such Member will not provide the information to third parties other than legal counsel, accounting or other professional advisors, or make any other use of such information not directly related to such Person's interest as a Member. The Company will provide to all Members on an annual basis its reviewed (or audited) financial statements prepared by an independent CPA firm.

Section 11.2 Tax Information

As soon as available after the end of each fiscal year of the Company, the Manager shall send or cause to be sent to each Member the tax information necessary for the preparation by such Member of his federal and other income tax returns.

Section 11.3 Inspection of Property

The Company shall permit any Member, upon written demand under oath stating a purpose therefore reasonably related to its interest as a Member, during normal business hours and at such other times as the Member may reasonably request, to (i) examine the Company's financial records and make copies thereof or extracts therefrom at the Member's sole expense and (ii) discuss the affairs, finances and accounts of the Company with the Manager and officers of the Company, provided that Company shall not be obligated to provide any information or access to a Member if or to the extent the Company is advised by its legal counsel that such action would result in a waiver of attorney/client privilege as between the Company and its legal counsel.

ARTICLE 12

DISSOLUTION OF THE COMPANY

Section 12.1 Events of Dissolution

The happening of any of the following events (each, a “**Dissolution Event**”) shall result in the immediate dissolution of the Company:

- (a) The written resolution of the Manager to dissolve the Company;
- (b) the written agreement of Members holding at least seventy-five percent of the issued and outstanding Units of the Company; or
- (c) the sale or exchange of all or substantially all of the assets of the Company or the Units.

ARTICLE 13

ADDITIONAL PROVISIONS CONCERNING DISSOLUTION OF THE COMPANY

Section 13.1 Winding Up Affairs; Liquidation

In the event of the dissolution of the Company for any reason, the Manager, or if the Manager is unable to do so, a liquidating agent or committee selected by the Manager, shall commence to wind up the affairs of the Company and to liquidate its assets in accordance with the Act and the terms of this Agreement, and shall cause the Certificate to be cancelled in accordance with the provisions of the Act. Allocations of income, gain, loss, expense, deductions, tax preference items and tax credits shall continue to be made among the Members during the period of liquidation in accordance with the provisions of this Agreement. The Manager or any such liquidating agent or committee, as the case may be, shall have the full right and unlimited discretion to determine the time, manner and terms of (i) any sale or sales of Company assets pursuant to such liquidation, having due regard to the activity and condition of the relevant market and general financial and economic conditions, and (ii) any in-kind liquidating distributions to Members, so long as any nonratable distributions of property interests result in the distributees receiving value in accordance with the provisions of this Agreement.

Section 13.2 Time for Liquidation

A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities so as to enable the Manager or liquidating agent or committee, as the case may be, to minimize the normal losses attendant to any such liquidation.

Section 13.3 Required Reports

If requested by the Manager, the liquidating agent or committee, as the case may be, shall furnish each Member with a statement audited and certified by an independent firm of certified public accountants showing: (i) the net profit or net loss of the Company from the date of the last annual statement prepared hereunder, to the date of the final distribution of the proceeds of the

liquidation to the Members and (ii) the manner in which the proceeds of liquidation were distributed.

Section 13.4 Distribution of Proceeds From Sale and Liquidation of Company Property

Upon the liquidation of the Company or the sale of all or substantially all of its assets or similar change of control transaction (including by merger or otherwise) (a “**Liquidation Event**”), the net proceeds of such Liquidation Event and any other funds or property of the Company shall be distributed and applied to the extent available in the following order of priority:

- (a) to the payment of debts and liabilities of the Company including any debts and liabilities to a Member, including, but not limited to, any unpaid Tax Distributions pursuant to Section 10.2(a)(i);
- (b) to the setting up of any reserves which the Manager or the liquidating agent or committee, as the case may be, deem reasonably necessary for contingent or unforeseen liabilities or obligations of the Company; and
- (c) after taking into account any and all prior allocations and distributions by the Company for the current fiscal year, in the same manner set forth above in Section 10.2(a)(ii).

Section 13.5 Capital Account Adjustments

For purposes of Section 13.4 hereof, the respective balance in the Capital Account of each Member shall be determined (i) after allocating all income, gain, loss and expense of the Company pursuant to Article 10 above and (ii) after taking into account all prior distributions to the Members.

Section 13.6 Compliance With Treasury Regulations.

In the event the Company is liquidated within the meaning of Treasury Regulation Section 1.704-1(b)(2), the following action shall be taken by the later to occur of (i) the last day of the Company's taxable year in which such liquidation occurred or (ii) the ninetieth (90th) day following the date of such liquidation:

- (a) Distributions shall be made to the Members in accordance with Section 13.4 including, without limitation, distribution to Members who have positive Capital Account balances in compliance with Treasury Regulation Section 1.704-1(b).
- (b) In the discretion of the Manager or the liquidating agent or committee, as the case may be, distributions pursuant to this Section may be distributed to a trust of which the Manager or the liquidating agent or committee is (are) the trustee(s) (hereinafter the “**Trustee**”) established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company so long as an opinion of counsel is obtained to the effect

that such trust will not be taxed as an association taxable as a corporation. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Trustee, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; and a portion or all of such assets may be withheld by the Trustee to provide a reasonable reserve for liabilities.

Section 13.7 Limitation Obligation to Restore Deficit Capital Accounts

Absent the express unqualified requirements of applicable law, no Member having a deficit Capital Account balance upon the liquidation of the Company, or such Member's interest in the Company, as determined after taking into account all Capital Account adjustments for the fiscal year of the Company in which such event occurs, shall be required to restore such deficit. Such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever.

ARTICLE 14

AMENDMENTS

Except to the extent specifically set forth herein, this Agreement may be altered or amended only by the vote of the Managers. Any amendment to this Agreement approved in accordance with the terms of this Article 14 shall be binding upon all Members, whether or not they consented to or joined in such amendment, and the Manager shall have the right to execute and deliver any amendment to this Agreement approved in accordance with the terms hereof, in the name and on behalf of any such Member pursuant to the power of attorney set forth in Section 16.6 of this Agreement. Any amendment so approved shall for all purposes, including, without limitation, the purposes of the Act, have the same force and effect as an amendment manually signed and delivered by all of the Members. **Notwithstanding the foregoing or anything contained in this Agreement to the contrary, except as may be prohibited by applicable law, any amendment to this Agreement that materially affects the rights of the Members shall also require the vote of at least a majority of the then issued and outstanding Units.**

ARTICLE 15

REPRESENTATIONS AND WARRANTIES

Section 15.1 Representations and Warranties

(a) Each of the undersigned Members of the Company hereby represents and warrants to the other Members and to the Company as follows:

(i) The undersigned is acquiring the Units of the Company solely for his own account, as a principal, for investment purposes only, and with no present intention agreement or arrangement to resell, transfer or assign any of such Units.

(ii) The undersigned acknowledges that: (i) the Units have not been registered under the Securities Act, or under the securities laws of any state, and therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws of one or more states, or an exemption from registration is available; (ii) the Company is under no obligation to register the Units and the Company has no intention of making publicly available the information necessary for the Member to use the exemption from registration provided in Rule 144 promulgated under the Securities Act; (iii) there is no established or anticipated public market for the Units; (iv) the offering price of the Units has been arbitrarily determined; (v) the value of the Units is speculative; and (vi) transfer of the Units is restricted under the terms of this Agreement and by applicable law.

(iii) The undersigned has the legal right, power and authority to enter into this Agreement and represents and warrants that the execution and delivery of this Agreement and the performance of the Member's obligations hereunder do not conflict with any agreement, instrument, court or administrative order to which such Member is a party or by which such Member is bound.

(iv) Upon the execution and delivery of this Agreement by the undersigned, it shall represent the valid, binding and legal obligation of the undersigned, enforceable in accordance with its terms.

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 16.1 Tax Controversies

(i) Such Person as is appointed by the Manager shall be designated the Tax Matters Representative for the purposes of Code Section 6231(a)(7) for so long as it is a Member and willing to serve in that capacity. Should there be any questions or controversy with the Internal Revenue Service or other taxing authority involving the Company, such person shall act as the agent of the Company to resolve such question or controversy and may, on behalf of the Company, incur any expenses he deems necessary or advisable in the interest of the Members in connection with any such question or controversy, including professional fees and the cost of any protest, litigation and/or appeals. The initial Tax Matters Representative shall be Elliot Andrew Kazakoff.

(ii) The initial Tax Matters Representative shall be designated by the Manager, and shall have sole authority to act on behalf of the Company for purposes of subchapter C of Chapter 63 of the Code and any comparable provisions of state or local income tax laws. For purposes of this Section 4.4(b), unless otherwise specified, all references to provisions of the Code shall be to such provisions as enacted by the Bipartisan Budget Act of 2015 as such provisions may subsequently be modified;

(iii) If the Company qualifies to elect pursuant to Code Section 6221(b) (or successor provision) to have federal income tax audits and other proceedings undertaken by each Member rather than by the Company, then the Tax Matters Representative may cause the Company to make such election;

(iv) Notwithstanding other provisions of this Agreement to the contrary, if any “partnership adjustments” (as defined in Code Section 6241(2)) is determined with respect to the Company, the Tax Matters Representative, in his discretion, may cause the Company to elect pursuant to Code Section 6226 to have such adjustment passed through to the Member for the year to which the adjustment relates (i.e., the “reviewed year” within the meaning of Code Section 6225(d)(1)). In the event that the Tax Matters Representative has not caused the Company to so elect pursuant to Code Section 6226, then any “imputed underpayment” (as determined in accordance with Code Section 6225) or “partnership adjustment” that does not give rise to an “imputed underpayment” shall be apportioned among the Members of the Company for the taxable year in which the adjustment is finalized in such manner as may be necessary (as determined by the Tax Matters Representative in good faith) so that, to the maximum extent possible, the tax and economic consequences of the partnership adjustment and any associated interest and penalties are borne by the Members based upon their interests in the Company for the reviewed year; and

(v) The Tax Matters Representative is authorized to (A) extend the statute of limitations for assessment and (B) enter into a settlement agreement with the Internal Revenue Service on behalf of the Company.

Section 16.2 Tax Elections

In the event of the transfer of any interest in the Company or the distribution of property to any Member, the Company may, at the determination of the Manager, file an election under Code Section 754 to cause the basis of the Company's assets to be adjusted for federal income tax purposes as provided by Code Sections 734 and 743.

Section 16.3 Applicable Law Forum

This Agreement shall be construed and enforced in accordance with the internal laws of the State of Massachusetts. AS A MATERIAL INDUCEMENT FOR EACH MEMBER TO BECOME A PARTY TO THIS AGREEMENT, EACH OTHER MEMBER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF MASSACHUSETTS, INCLUDING THE FEDERAL DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS AND ALL COURTS FROM WHICH DECISIONS OF THE FOREGOING MAY BE APPEALED FOR PURPOSES OF ANY LITIGATION ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT, INCLUDING ENFORCEMENT OF ANY ARBITRATOR'S AWARD UNDER SECTION 17, AND EACH MEMBER HEREBY WAIVES ANY AND ALL RIGHTS SUCH MEMBER MAY OTHERWISE HAVE TO CONTEST THE JURISDICTION AND VENUE OF SUCH COURTS. EACH MEMBER FURTHER CONSENTS TO SERVICE OF PROCESS UPON

SUCH MEMBER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID AT THE ADDRESS OF SUCH MEMBER MOST RECENTLY REFLECTED ON THE BOOKS OF THE COMPANY.

Section 16.4 Counterparts

This Agreement may be executed in multiple counterparts and by way of facsimile or scanned email transfer, each of which shall constitute an original, and all of which together shall constitute one and the same agreement. Each party may rely upon machine copies of the signed Agreement to the same extent as a manually signed original copy hereof.

Section 16.5 Severability of Provisions

Each provision of this Agreement shall be considered separately and if, for any reason, any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation or affect any other provision of this Agreement which is valid, nor shall it affect the subject provision, except to the extent necessary to conform to then prevailing law.

Section 16.6 Power of Attorney

Each Member hereby constitutes and appoints the Manager of the Company, and each of them from time to time in office, such Member's true and lawful attorney in fact for such Member and in such Member's name, place and stead to (a) secure the obligations of each Member who now or hereafter holds any voting securities to vote such Member's Units in accordance with the provisions of Section 4.1; (b) make, execute, sign, acknowledge, file for recording, and publish, such documents and instruments as may be necessary from time to time to carry out the provisions of this Agreement; (c) effect the transfer of Units in the Company; (d) appoint a successor Tax Representative as provided hereunder; (e) effectuate the issuance of Units in the Company and the admission of new Members, all in accordance with the terms of this Agreement; and (f) execute and deliver any certificate or instrument required to amend this Agreement pursuant to its terms, or otherwise to conform the terms of this Agreement to the provisions of the Act, the Code, and any Treasury Regulations promulgated thereunder, as these may change from time to time. The foregoing grant of authority is hereby declared to be irrevocable and a power coupled with an interest, and shall survive the bankruptcy, death or incapacity or termination of legal existence of a Member, and the assignment by any Member of his interest in the Company; provided, that in the event of such an assignment, the foregoing power of attorney of the assignor Member shall survive such assignment only until such time as the assignee is admitted as a Member of the Company, and all required documents and instruments have been duly executed, filed and recorded to effect such substitution. No Member shall grant any proxy or become party to any voting trust or other agreement which is inconsistent with, conflicts with, or violates any provision of this Agreement.

Section 16.7 Entire Agreement

This Agreement, together with the Exhibits hereto, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto, and there are no promises, agreements or understandings, oral or written, expressed or implied, among the Members or any of them relating to the subject matter of this Agreement except as set forth herein.

Section 16.8 Separate Counsel

Each Member represents that such Person has had the opportunity to consult with separate legal counsel as to the terms and provisions of this Agreement, the terms and provisions of all documents and agreements referenced herein, the nature of the business of the Company, the application of all laws, regulations and rules relating thereto, at the expense of the undersigned Person, prior to signing and delivering this Agreement, and has signed and delivered this Agreement to the Company with the intent to be legally bound hereby.

Section 16.9 Waiver of Jury Trial

Each Member hereby waives any right to a trial by jury with respect to any litigation which arises out of or which is related to the respective rights and obligations of any party to this Agreement or any transactions contemplated hereby.

Section 16.10 Confidentiality

Unless otherwise required by law, each Member shall, and shall cause each of his or its Affiliates to, maintain, at all times from and after the date of such Member's execution of this Agreement (including after any time such Person ceases to be a Member), the confidentiality of all information furnished to him or it pertaining to the Company, other than information that such Member can demonstrate (a) is generally known to the public (other than as a result of dissemination by such Member or his Affiliates), (b) was obtained by such Member from a third party who is not prohibited from transmitting the information to such Member by a contractual, legal or fiduciary obligation to the Company, or (c) that the Manager has consented to in writing; provided that the prohibitions set forth in this Section 16.10 shall not apply to any information that a Member is required by law to disclose, so long as such Member provides the Company with as much prior notice as is practicable to the extent such notice is legally permissible.

ARTICLE 17

ARBITRATION

The parties hereby agree that unless otherwise specifically required by law, any and all disputes, and legal and equitable claims arising between or among the Members, the Manager, the officers, the Company, or any of them or any combination of them, which relate to the rights and obligations of such Persons under the terms of this Agreement, any agreement contemplated hereby, or any future agreement, understanding or instrument to which two or more such Persons may be parties, shall be submitted to binding arbitration in the State of Massachusetts, JAMS, Inc. before a single arbitrator. Arbitration shall take place in Worcester, Massachusetts, or any


other location mutually agreeable to the parties. Reasonable notice of a time and place of arbitration shall be given to all persons as shall be required by law, in which case such persons or their authorized representatives shall have the right to attend and/or participate in all the arbitration hearings in such matter as the law shall require. Any Person who commences any litigation in violation of the terms hereof, and fails to prevail, shall be liable for all reasonable costs and expenses of the arbitration or litigation, including without limitation the fees of the arbitrator(s) and legal counsel to all parties, and witness fees of all parties to the proceeding.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Limited Liability Company Agreement under seal as of the date set forth above.

COMPANY:

Humboldt Masters, LLC

By: 

Name: Elliot Andrew Kazakoff

Title: Manager

**[SIGNATURE PAGES OF MEMBERS
TO FOLLOW]**

MEMBERS:

Elliot Andrew Kazakoff

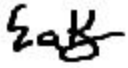
A handwritten signature in black ink, appearing to be 'EAK' with a stylized flourish at the end.

Exhibit A**Names, Addresses and Percentage Ownership with respect to Members**

<i><u>Names and Address Of Members</u></i>	<i>Number of Units Owned</i>	<i>Percentage Ownership</i>
Elliot Andrew Kazakoff 149 Parsons St Brighton, MA 02135	1,000,000	100%
Total	1,000,000	100.0%



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001341660

1. The exact name of the limited liability company is: HUMBOLDT MASTERS LLC

2a. Location of its principal office:

No. and Street: 149 PARSONS ST
 City or Town: BRIGHTON State: MA Zip: 02135 Country: USA

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

No. and Street: 149 PARSONS ST
 City or Town: BRIGHTON State: MA Zip: 02135 Country: USA

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

FORMING FOR THE PURPOSE OF APPLYING FOR A MASSACHUSETTS MARIJUANA LICENSE.
THE COMPANY WILL NOT DEAL IN MARIJUANA OR DO ANY BUSINESS WITH MARIJUANA.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ELLIOT ANDREW KAZAKOFF
 No. and Street: 149 PARSONS ST
 City or Town: BRIGHTON State: MA Zip: 02135 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ELLIOT ANDREW KAZAKOFF	149 PARSONS ST BRIGHTON, MA 02135 USA
MANAGER	ROBERT BRUCE LOCKHART JR	19 LOCKHART LN. PEMAQUID, ME 04558 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ELLIOT ANDREW KAZAKOFF	149 PARSONS ST BRIGHTON, MA 02135 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 16 Day of August, 2018,
ELLIOT ANDREW KAZAKOFF
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

August 16, 2018 08:35 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Special Filing Instructions

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001341660

The date of filing of the original certificate of organization: 8/16/2018

1.a. Exact name of the limited liability company: HUMBOLDT MASTERS LLC

1.b. The exact name of the limited liability company *as amended*, is: HUMBOLDT MASTERS LLC

2a. Location of its principal office:

No. and Street: 149 PARSONS ST

City or Town: BRIGHTON

State: MA

Zip: 02135

Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ELLIOT ANDREW KAZAKOFF

No. and Street: 149 PARSONS ST

City or Town: BRIGHTON

State: MA

Zip: 02135

Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ELLIOT ANDREW KAZAKOFF	149 PARSONS ST BRIGHTON, MA 02135 USA

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

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

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

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

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
REAL PROPERTY	ELLIOT ANDREW KAZAKOFF	149 PARSONS ST BRIGHTON, MA 02135 USA

9. Additional matters:

10. State the amendments to the certificate:

REMOVED MANAGE ROBERT BRUCE LOCKHART JR

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

**SIGNED UNDER THE PENALTIES OF PERJURY, this 20 Day of November, 2018,
EAK , Signature of Authorized Signatory.**

THE COMMONWEALTH OF MASSACHUSETTS

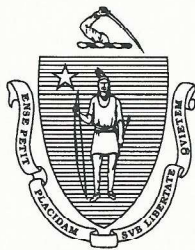
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

November 20, 2018 10:03 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

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

April 19, 2019

TO WHOM IT MAY CONCERN:

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

HUMBOLDT MASTERS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 16, 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: **ELLIOT ANDREW KAZAKOFF**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ELLIOT ANDREW KAZAKOFF**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ELLIOT ANDREW KAZAKOFF**

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



Business Plan



Executive Summary

The legalization of medical marijuana has quickly swept across the United States with now over 60% of US citizens having access to legal Marijuana in their state. Massachusetts is the first east coast state to legalize Adult Use Marijuana, and Humboldt Masters is very excited to open in the Massachusetts Adult Use market. Massachusetts is expected to top \$1 Billion dollars in sales and the entire USA is expected to top \$15 Billion in Marijuana sales by 2021.

U.S. Cannabis Retail Sales Estimates: 2016 - 2021

(In Billions Of U.S. Dollars)



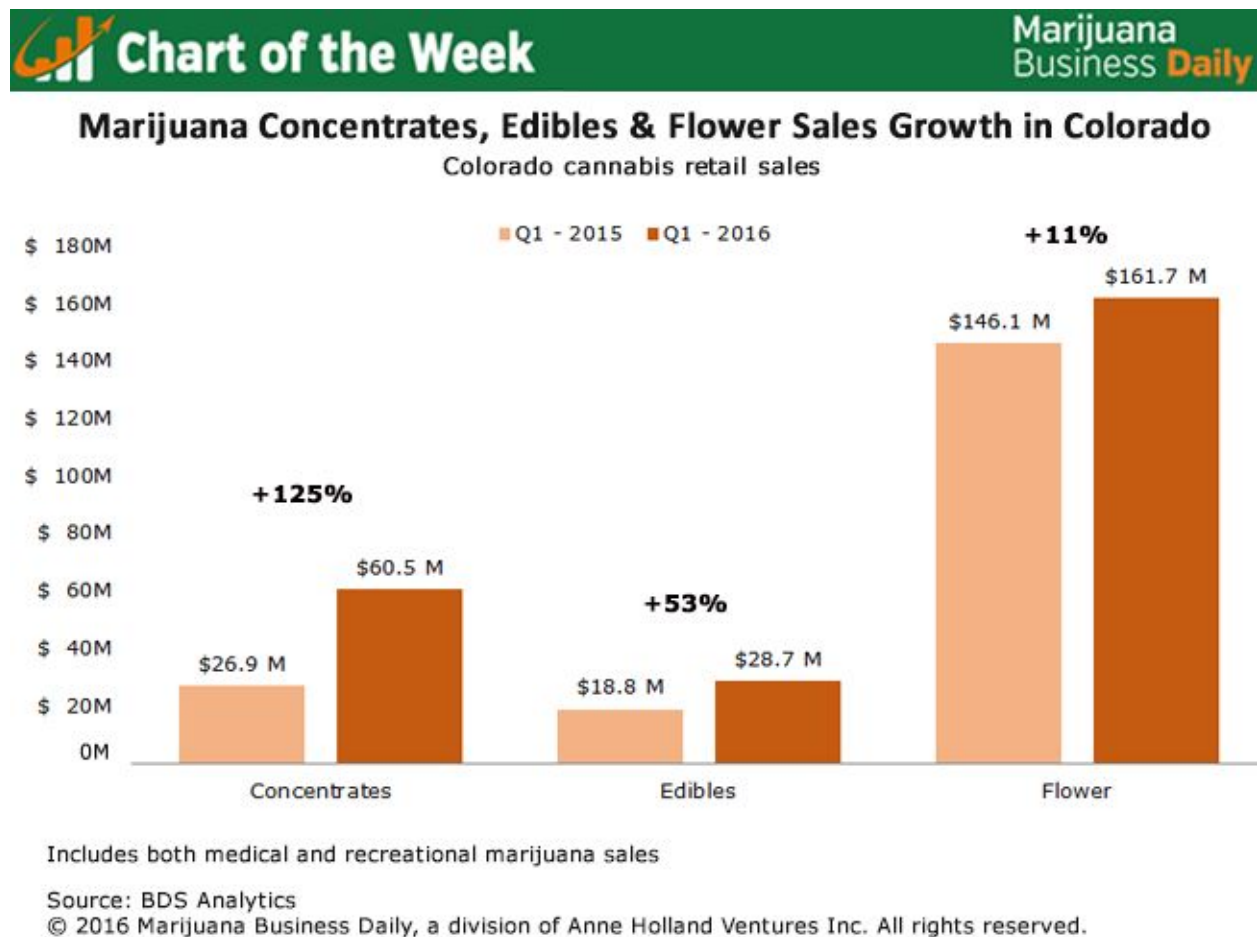
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Concentrates and especially vape pens are fast growing segment within the Marijuana industry poised for investment and innovative growth in the near term. We plan to expand our footprint as more states come online and it makes sense to invest in a new facility in a new market.

Who Is Humboldt Masters?

Humboldt Masters is a Cannabis extraction company distilling high potency, distinctive flavored vape pen distillate (cannabis oil). We are opening a new facility in Massachusetts to develop and market brand name Distillate Vape Pen Cartridges, Chocolates, Fruit Snacks, Infused Sugars and Powdered drinks to meet the 10x demand for the Massachusetts recreational market and to transport other products from producers such as: Flower, Concentrates, Edibles, Tinctures, Balms, and Beverages. Humboldt Masters (HM) currently has an experienced extraction team, and extensive experience with different cannabis extraction methods. As with

other states, we expect the vape pen market to grow YOY and to be 25% of the total Marijuana market in Massachusetts based on state data from WA, CO and CA.



Humboldt Masters produces flavored vape cartridges to please the new consumer and regular toker. We are targeting newer users who have smoked Marijuana, but not had yet the opportunity to vape Marijuana. Medical grade, super strong products exist for those consumers who want one puff experiences and Humboldt Masters is not targeting that group looking for a super potent and heavy vaporizer. We are targeting the occasional, new vape smokers who want an introduction and a lighter high.

In the State of Massachusetts based on studies by Deliotte, ArcView Research and more, we expect concentrates to be 30% of the total \$1 Billion Massachusetts market and \$200 Million of that to be in vape pen cartridge sales.

Management and Experience

CEO - E. Andrew Kazakoff has lead software development teams for over 10 years and will be managing all personnel, distribution and contracts to ensure safe, secure and reliable supply. As CEO of Kазzy, a delivery driver tracking mobile app, E. Andrew has learned the safety and security protocols for California delivery companies. E. Andrew developed automated inventory controls, secure transfer protocols and driver requirements for over 10 different companies. At Humboldt Masters Andrew will ensure secure procurement, processing and delivery for all parties involved to prevent diversion or theft.

Our Director of Extraction, Robert Lockhart, a Maine Medical Marijuana Caregiver and extraction expert, enables Humboldt Masters to deliver quality products daily to dispensaries around the state. For over 4 years Robert has mastered cultivation techniques, extraction techniques, flavoring techniques, storage techniques and more.

License Applications

Humboldt Masters is applying for 2 license types: Product Manufacturer and Cultivator. In addition to flower we will also market vape pen cartridges, chocolates, fruit snacks, powdered drinks, and infused sugar.

Objectives

Humboldt Masters is a business built on passion and understanding. We are looking to hire a long term team, where everyone owns an equity piece of the business and works together to build a brand well known for quality and consistency.

Summary of Product Manufacturing, Cultivation

Our main focus is developing distillate which can be used in a number of other products such as concentrates, cartridges, edibles and more. Our purchasing and sales will all be on the focus of turning raw cannabis into concentrate which can then be used for other added value products. Additionally, as a partner with other suppliers and buyers, Longer term, we are excited to be a secure distribution company for multiple brands and retailers. Our cultivation facility will be used primarily to grow flower to be turned into concentrates, distillate and edibles.

Mission Statement

Humboldt Masters is a business built on passion and understanding. All members will ensure 100% compliance with regulatory code, company code, testing requirements, and work for ensure 100% quality control for every product produced in our facility. All members will be held accountable for their work and contributions to Humboldt Masters and to the Massachusetts Recreational Marijuana program.

Facility

Our facility will be located at 215 Shrewsbury St, West Boylston, MA. A strategically located industrial building adjacent to many highways and in a pro marijuana friendly area. Upon provisional licensure we will be renovating our facility to include a security plan (explained

below), commercial kitchen, extraction area, distillation area, offices, storage, and common areas.

Strategy

Partner with cultivators and retailers to produce white label products and brand name products for the vape pen concentrate category to give consumers a wide range of options in terms of:

- Potency
- Flavor
- Amounts
- Price
- Delivery Mechanism
- Hardware

Our extraction facility is a short path distillation system capable of processing 160 lbs of Marijuana per day. We generally use the plant by products: trim and leaves, to make our concentrates and look forward to working with Massachusetts outdoor growers to convert their Cannabis into oils. We currently have contracts with 2 companies to supply us with 4000 lbs of Cannabis per year which will allow us to produce 236,000 ½ gram units per year. By the time of final licensing we expect to contract 8000 lbs of cannabis per year allowing us to produce 472,000 ½ gram units per year.

Additionally, we are contracting with the same cultivators to be their exclusive transporter to handle both the transport to our facility and to dispensaries to ensure a variety of product coming into the dispensary daily. So every day our trucks will be able to deliver: Flowers, Concentrates, Edibles from multiple cultivators and manufacturers in one delivery.

Plan

- White Label: We are working with retailers and cultivators to produce white label products to utilize our capacity, have a larger distribution menu and to improve relationships with retailers who can buy multiple products.
- Name Brand: Additionally, we will be producing our own vape cartridges under the Humboldt Masters brand name.
- New Innovation: Additionally, we will always be testing new uses and innovative products to impress and expand the legal marketplace.

Products

Humboldt Masters as a product manufacturer will first produce Vape Cartridges and once we get our name into the market as a quality product, we will then move into other value added categories such as candy, chocolate, condiments, and beverages.

Distribution

Our facility will enable us to develop many different products and to provide a variety of products to retailers. Humboldt Masters is a classic manufacturing company strategically located in West Boylston to service the entire state of Massachusetts.

Security

Wayne security has been contracted to secure 24/7 video surveillance, remote access keys, security alarms and notification alarms. We are very confident in their ability based upon their other Massachusetts marijuana clientele.

Management

E. Andrew Kazakoff. CEO is responsible for all personnel, compliance and budgeting to ensure that Humboldt Masters reaches profitability for all members of the company. With over 10 years experience running software development teams, Andrew is an extraordinary team leader. Andrew leads our licensing and fundraising team to guarantee a successful business launch. CEO of Kазzy.com a mobile app for delivery companies to deliver products using the same technology as Uber, has allowed Andrew to understand the complexities of the Marijuana transportation market, allowing him to guarantee secure delivery and prevent diversion for all items.

Staffing

Humboldt Masters is dedicated to hiring and partnering locally. Our company will be staffed with members who each get an equity ownership share of the company to ensure equitable status and commitment to growing a quality name brand in the cannabis concentrate market. We plan to hire 10 full time and 4 part time employees in year 1 and double our staff in year 2. Our commitment to personal development is a personal goal as all of the managers of Humboldt Masters as we have personally learned so much from this industry and continue to do so. We plan to invest in our employees with out of state training programs, rotational programs, promoting from within and investing in the future educations and retirements of all employees and families.

Robert Bruce Lockhart, JR. Director of Extraction. Robert has been working in Medical Marijuana in the State of Maine for 4 years as a cultivator and extractor. He built his out facility and learned multiple growing and extraction methods in order to meeting his growing patient needs. He has overseen every aspect of the operation including: Construction, Electricity, Plumbing, Hydroponics, Sea of Green, LED, High Pressure Sodium, Butane, Ethanol, Curing, Terpenes, and much more. Robert holds a degree from George Washington University in Washington DC and will be responsible for all product operations, quality and innovation.

Social Impact

The managers of Humboldt Masters are lifelong charitable donors, learned from their parents. Humboldt Masters guarantees to donate a minimum of \$5K to West Boylston and Worcester area of disproportionate impact charities: Sports, Education and Family Abuse. We want to help in ways that can be felt by the people who need it most locally and we are committed to allocating funds to the charities that will benefit the recipients most. We want to see families succeeding, kids developing and the neighborhoods improving. We are excited to be a partner with West

Boylston to do this. Additionally, we plan to increase our overall charitable giving as our business grows.

Operating Plan

Security - All state regulated security protocols will be followed.

Prevent Diversion - In addition to all security measures, all employees will be equity members of Humboldt Masters with 100% loss of shares in the event of felony, fraud, or non-compliance.

Hiring - Priority will be given to all social equity, and economic empowerment applicants. Additionally, we are looking to partner with all social equity and economic empowerment applicant companies to help both companies succeed in the regulate marketplace.

Accounting - To ensure compliance all accounts will be double checked daily by internal and an external accountant.

Financials

We currently have \$130K in the bank to cover all costs related to procuring a license: Legal fees, real estate, ancillary costs and application fees.

We are currently in negotiations with investors to complete our full round in order to be ready at the time of provisional license approval.

Detailed Financials Attached

Conclusion

Humboldt Masters is a dedicated partner in the community of West Boylston and we are excited to be locating at 215 Shrewsbury St. Our strategy to produce and sell will help build the Massachusetts legal marijuana system and will be an example for all of the states who follow.

Cash Flow Forecast Years 1-3

Cash Flow Forecast Years 1-3

Prepared By: Company Name:

Andrew Kazakoff Humboldt Masters

	Year 1 Totals	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Beginning Balance		\$ 168,847	\$ 301,645	\$ 436,443	\$ 518,683	\$ 732,481	\$ 948,280	\$ 994,148	\$ 1,486,346	\$1,980,545	\$ 2,108,902	\$ 2,603,101	\$ 3,097,299
Cash Inflows													
Cash Sales	\$ 1,879,800	620,600	623,800	751,400	751,400	754,600	757,800	1,172,800	1,176,000	1,176,000	1,176,000	1,176,000	1,176,000
Accounts Receivable	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Inflows	\$ 1,879,800	\$ 620,600	\$ 623,800	\$ 751,400	\$ 751,400	\$ 754,600	\$ 757,800	\$ 1,172,800	\$ 1,176,000	\$1,176,000	\$ 1,176,000	\$ 1,176,000	\$ 1,176,000
Cash Outflows													
Investing Activities													
New Fixed Asset Purchases	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Additional Inventory	\$ -												
Cost of Goods Sold	\$ 660,501	223,000	224,200	272,800	272,800	274,000	275,200	415,800	417,000	417,000	417,000	417,000	417,000
Operating Activities													
Operating Expenses	\$ 710,600	79,104	79,104	79,104	79,104	79,104	79,104	79,104	79,104	79,104	79,104	79,104	79,104
Payroll	\$ 541,074	74,387	74,387	74,387	74,387	74,387	74,387	74,387	74,387	74,387	74,387	74,387	74,387
Taxes	\$ 314,847	-	-	131,558	-	-	171,930	-	-	365,840	-	-	368,662
Financing Activities													
Loan Payments	\$ 333,931	111,310	111,310	111,310	111,310	111,310	111,310	111,310	111,310	111,310	111,310	111,310	111,310
Owners Distribution	\$ -												
Line of Credit Interest	\$ -	-	-	-	-	-	-	-	-	-	-	-	-
Line of Credit Repayments	\$ -												
Dividends Paid	\$ -												
Total Cash Outflows	\$ 2,560,953	\$ 487,802	\$ 489,002	\$ 669,160	\$ 537,602	\$ 538,802	\$ 711,931	\$ 680,602	\$ 681,802	\$1,047,642	\$ 681,802	\$ 681,802	\$ 1,050,463
Net Cash Flows	\$ (681,153)	\$ 132,798	\$ 134,798	\$ 82,240	\$ 213,798	\$ 215,798	\$ 45,869	\$ 492,198	\$ 494,198	\$ 128,358	\$ 494,198	\$ 494,198	\$ 125,537
Operating Cash Balance		\$ 301,645	\$ 436,443	\$ 518,683	\$ 732,481	\$ 948,280	\$ 994,148	\$ 1,486,346	\$ 1,980,545	\$2,108,902	\$ 2,603,101	\$ 3,097,299	\$ 3,222,835
Line of Credit Drawdown	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Cash Balance		\$ 301,645	\$ 436,443	\$ 518,683	\$ 732,481	\$ 948,280	\$ 994,148	\$ 1,486,346	\$ 1,980,545	\$2,108,902	\$ 2,603,101	\$ 3,097,299	\$ 3,222,835
Line of Credit Balance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Cash Flow Forecast Years 1-3

	Year 2 Totals	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year 3 Totals
Beginning Balance		\$ 3,222,835	\$ 3,684,743	\$ 4,146,651	\$ 4,274,973	\$ 4,759,681	\$ 5,348,389	\$ 5,544,671	\$ 6,162,629	\$ 6,780,587	\$ 6,957,181	\$ 7,601,539	\$ 8,249,897	
Cash Inflows														
Cash Sales	\$ 11,312,400	1,176,000	1,176,000	1,206,000	1,210,800	1,362,800	1,420,800	1,420,800	1,420,800	1,460,800	1,460,800	1,467,200	1,543,200	\$ 16,326,000
Accounts Receivable	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Total Cash Inflows	\$ 11,312,400	1,176,000	1,176,000	1,206,000	1,210,800	1,362,800	1,420,800	1,420,800	1,420,800	1,460,800	1,460,800	1,467,200	1,543,200	\$ 16,326,000
Cash Outflows														
Investing Activities														
New Fixed Asset Purchases	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Additional Inventory	\$ -													\$ -
Cost of Goods Sold	\$ 4,042,800	417,000	417,000	427,200	429,000	477,000	505,750	505,750	505,750	519,350	519,350	521,750	545,750	\$ 5,790,650
Operating Activities														
Operating Expenses	\$ 949,248	93,931	93,931	93,931	93,931	93,931	93,931	93,931	93,931	93,931	93,931	93,931	93,931	\$ 1,127,176
Payroll	\$ 892,649	91,850	91,850	91,850	91,850	91,850	91,850	91,850	91,850	91,850	91,850	91,850	91,850	\$ 1,102,204
Taxes	\$ 1,037,990	-	-	353,386	-	-	421,676	-	-	467,763	-	-	496,448	\$ 1,739,274
Financing Activities														
Loan Payments	\$ 1,335,724	111,310	111,310	111,310	111,310	111,310	111,310	111,310	111,310	111,310	111,310	111,310	111,310	\$ 1,335,724
Owners Distribution	\$ -													\$ -
Line of Credit Interest	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Line of Credit Repayments	\$ -													\$ -
Dividends Paid	\$ -													\$ -
Total Cash Outflows	\$ 8,258,411	\$ 714,092	\$ 714,092	\$ 1,077,678	\$ 726,092	\$ 774,092	\$ 1,224,518	\$ 802,842	\$ 802,842	\$ 1,284,205	\$ 816,442	\$ 818,842	\$ 1,339,290	\$ 11,095,028
Net Cash Flows	\$ 3,053,989	\$ 461,908	\$ 461,908	\$ 128,322	\$ 484,708	\$ 588,708	\$ 196,282	\$ 617,958	\$ 617,958	\$ 176,595	\$ 644,358	\$ 648,358	\$ 203,910	\$ 5,230,972
Operating Cash Balance		\$ 3,684,743	\$ 4,146,651	\$ 4,274,973	\$ 4,759,681	\$ 5,348,389	\$ 5,544,671	\$ 6,162,629	\$ 6,780,587	\$ 6,957,181	\$ 7,601,539	\$ 8,249,897	\$ 8,453,807	
Line of Credit Drawdown	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Cash Balance		\$ 3,684,743	\$ 4,146,651	\$ 4,274,973	\$ 4,759,681	\$ 5,348,389	\$ 5,544,671	\$ 6,162,629	\$ 6,780,587	\$ 6,957,181	\$ 7,601,539	\$ 8,249,897	\$ 8,453,807	
Line of Credit Balance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



Plan for Obtaining Liability Insurance

(This document is a summary of the Humboldt Masters Plan to obtain Liability Insurance.)

I. Purpose

The purpose of this plan is to outline how Humboldt Masters will obtain and maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

II. Research

Humboldt Masters has engaged with multiple insurance providers offering General and Product Liability Insurance coverage in the amounts required in 935 CMR 500.105(10). These providers are established in the legal marijuana industry. We are continuing these discussions with the insurance providers and will engage with the provider who best suits the needs of the company once we receive a Provisional License.

III. Plan

1. Once Humboldt Masters receives its Provisional Marijuana Establishment License we will engage with an insurance provider who is experienced in the legal marijuana industry.
 - a. Humboldt Masters will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.
 - b. The deductible for each policy will be no higher than \$5,000 per occurrence.
2. In the event that Humboldt Masters cannot obtain the required insurance coverage, Humboldt Masters will place a minimum of \$250,000 in an escrow account. These funds will be used solely for the coverage of liabilities.
 - a. Humboldt Masters will replenish this account within ten business days of any expenditure.
3. Humboldt Masters will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.



Policy for Separating Recreational from Medical Operations

Application #: MCN282102

Not Applicable

Humboldt Master, LLC. is not a Medical Marijuana Treatment Center or Existing RMD Applicant



Policy for Restricting Access to Persons Age 21 and Older

Application #: MCN282102

I. Intent

Humboldt Masters Product Manufacturing operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older.

III. Definitions

Law Enforcement Authorities means local law enforcement unless otherwise indicated.

Marijuana Establishment Agent means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

Visitor means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that no such individual shall be younger than 21 years old.

IV. Responsibilities

The Humboldt Masters Management team is responsible for ensuring that all persons who enter our Marijuana Establishment or are otherwise associated with the operations of Humboldt Masters are over the age of 21.

V. Access to our Marijuana Establishment

The Humboldt Masters facility located at 234 Brooks Street in Worcester allows only the following individuals access to our facility. For the purposes of this Policy the term facility also refers to any vehicle owned or leased or otherwise used by Humboldt Masters for the transportation of Marijuana;

1. Humboldt Masters Agents (including board members, directors, employees, executives, managers, or volunteers)
 - a. Must have a valid Agent Registration Card issued by the Commission;
 - b. All Humboldt Masters Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card; and
2. Visitors (including outside vendors and contractors)
 - a. Prior to being allowed access to our Marijuana Establishment or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older.
 - i. If there is any question as to the visitors age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access;
 - b. After the age of the visitor is verified they will be given a Visitor Identification Badge
 - i. The Badge must be displayed on the person(s) at all times;
 - c. Visitors will be escorted at all times by a Humboldt Masters Agent authorized to enter the limited access area; and
 - d. Visitors will be logged in and out of our Marijuana Establishment and must return the Visitor Identification Badge upon exit.
 - i. The visitor log will be available for inspection by the Commission at all times.
3. Access to the Commission, Emergency Responders and Law Enforcement.
 - a. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
 - i. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;
 - ii. Representatives of other state agencies of the Commonwealth; and
 - iii. Emergency responders in the course of responding to an emergency.
 - iv. Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
 - b. Individuals described in i-iv above will be granted immediate access to our Marijuana Establishment.



Humboldt Masters Quality Control and Standards

Application #: MCN282102

The Humboldt Masters proposed Cultivation/Product Manufacturing Facility will implement robust Quality Control ("QC") and Quality Assurance measures. We are committed to operating a compliant facility that delivers medical grade products to our wholesale partners. As this industry emerges, the quality of an operator's product can make or break them.

This document is an outline of how Humboldt Masters will achieve compliance with the regulations and produce quality products. Humboldt Masters will follow the following regulations and practices as they relate to the quality of our products.

- **Good Agricultural Practices-** Good Agricultural Practices (GAP) are practices that address environmental, economic and social sustainability for cultivation processes, and result in safe and quality products". GAP are particularly important in the Marijuana industry, not only for sustainability of production and minimization of environmental impact, but also to ensure that harvesting, packaging and transport activities are conducted in hygienic conditions in order to deliver safe and good quality products to consumers.
- **Good Manufacturing Practices-** Good Manufacturing Practices (GMP) are regulations promulgated by the US Food and Drug Administration under the authority of the Federal Food, Drug, and Cosmetic Act. These regulations, which have the force of law, require that manufacturers, processors, and packagers of drugs, medical devices, some food, and blood take proactive steps to ensure that their products are safe, pure, and effective. GMP regulations require a quality approach to manufacturing, enabling companies to minimize or eliminate instances of contamination, mixups, and errors. This in turn, protects the consumer from purchasing a product which is not effective or even dangerous.

These regulations address issues including record keeping, personnel qualifications, sanitation, cleanliness, equipment verification, process validation, and complaint handling. Most GMP requirements are very general and open-ended, allowing each manufacturer to decide individually how to best implement the necessary controls. This provides much flexibility, but also requires that the manufacturer interpret the requirements in a manner which makes sense for each individual business.

- **105 CMR 300.000:** Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
- **105 CMR 590.000:** Minimum Sanitation Standards for Food Establishments.

- **935 CMR 500.000:** Adult Use Marijuana
- The Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries
- Protocol for sampling and analysis of environmental media for Massachusetts Registered Medical Marijuana Dispensaries

Product Testing

Humboldt Masters will test all of our marijuana and marijuana products, environmental media and cultivation water as required by the Regulations outlines in 935 CMR 500.000 and more specifically with the testing requirements outlined in 935 CMR 500.160 and the *“Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries”* as amended in November 2016, published by the Massachusetts Department of Public Health and the *“Protocol for sampling and analysis of environmental media for Massachusetts Registered Medical Marijuana Dispensaries”*

Testing of marijuana products will be performed by an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

Laboratory Testing

Humboldt Masters will contract with a Licensed Independent Testing Laboratory to test all marijuana batches and final marijuana products prior to packaging to ensure contaminant-free purity and correct dosage and potency. We plan to engage with, CDX Analytics which is Accredited to International Organization for Standardization (ISO) 17025 by Perry Johnson Laboratory Accreditation, Inc. (PJLA), 755 W. Big Beaver, Suite 1325 Troy, Michigan 48084, a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement and is licensed by the Commission.

The testing will include

- Cannabinoid Profile;
- Microbiologicals (Mold , Mildew, Bacteria, Fungi, Mycotoxins);
- Heavy metals;
- Plant-Growth Regulators and Pesticides; and
- Residual Solvents

Humboldt Masters has will also retain an independent environmental lab to test our environmental media and water.

Our Policies and Procedures will outline the proper sampling, storage, record keeping and reporting of lab results for all marijuana products including blind quality control samples.

Policy for Responding to Laboratory Results that Indicate Contaminant Levels are Above Acceptable Limits

If a laboratory test result indicates that a Humboldt Masters marijuana product sample has contaminant levels above the acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) Humboldt Masters will Immediately segregate the production batch and evaluate next steps. These steps include:

- Retesting the Product Batch;
- Remediate the Product Batch; or
- Disposing of Product Batch

Any test result that indicates pesticide contamination will be immediately disposed of.

Humboldt Masters will notify the Commission within 72 hours of the any laboratory testing results indicating that the contamination cannot be remediated and will submit a plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

In the case of any test result that indicates that a Humboldt Masters marijuana product sample has contaminant levels above the acceptable limits an assessment of the source of the contamination will be performed.

- This assessment will include investigating all possible sources of contamination including source products and ingredients, environmental conditions and employee factors; and
- Include a corrective action plan and be shared as a training tool with all production and processing agents.

Sanitation Standard Operating Procedure (SSOP)

Humboldt Masters has developed extensive standard operating procedures to ensure strict compliance with the applicable regulations and practices. These encompass the design, buildout and operation of our facility. These SOPS ensure that:

Design and Buildout

- All product or food contact surfaces will be smooth, durable and easily cleanable.
- The walls, ceiling and floors of all cultivation, processing, production and storage areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
- Our facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
- All floor drains and floors will be effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.
- Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of infused or marijuana products, infused or marijuana products-

contact surfaces or infused or marijuana products-packaging materials. Piping and conduit are at least 25 mm (2.5 cm) from the walls and ceilings.

- Aisles or working spaces are provided between equipment and walls and will be adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating marijuana products with clothing or personal contact.
- Lighting fixtures will be shatter-proof or safety-type light bulbs, fixtures, or other glass will be used where lighting is suspended over production, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage.
- Adequate lighting will be installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products is examined, processed, or stored and where equipment or utensils are cleaned.
- Adequate safety lighting will be included in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned
- Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition
- Adequate ventilation or control equipment to minimize odors and vapors (including steam and noxious fumes) will be installed in areas where they may contaminate marijuana products.
- Hand-washing facilities will be adequate and convenient and are furnished with running water at a suitable temperature. They will be located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands
- The facility water supply will come from an onsite well or from a municipal source and will be sufficient for necessary operations.
- The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility.
- The facility will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
- All storage areas are constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

Contamination Control

- All entrance and exit doors to the facilities are self-closing and rodent proof;
- Exterior doors will help prevent insects and microbial contaminants from entering the building when doors are in use;
- Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside;
- Foot baths and sticky mats will be strategically placed throughout cultivation and product manufacturing areas to collect pest and contaminants from footwear;

- Employees and visitors will wear clean uniforms and footwear before entering cultivation or production areas;
- Monitoring of traps for flying or airborne pests;
- All marijuana plant waste will be placed in the “Marijuana Waste” container located in each cultivation and product manufacturing area;
- At the end of every day the “Marijuana Waste” container must be emptied, and the contents transferred to the Marijuana Waste Room;
- All non-marijuana waste will be separated and placed into the appropriate impervious covered waste receptacles for recyclables, organics and solid waste;
- At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate containers to await pickup; and
- All toxic materials including cleaning compounds, pesticides, sanitizers, etc. are stored in an area away from production, processing and storage areas.

Sanitation

- All marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*; and the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
- Separate dry and refrigerated storage facilities shall be utilized for raw ingredients and finished marijuana products;
- Separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room;
- Sinks used for food/product preparation or for washing equipment or utensils will not be used for handwashing;
- All handwashing sinks provide hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit;
- Handwashing sinks of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks will be easily accessible and may not be used for purposes other than hand washing;
- A toilet room is available for use by all workers. Ventilation is provided by mechanical means. A soap dispenser and disposable towels are provided for hand washing in toilet rooms;
- A stainless steel three-compartment sink will be used for manual cleaning and sanitizing of equipment and utensils;
- Floor drains will be located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying;

- Stainless Steel racks, shelves or dish tables are to be provided adjacent to the ware wash sink;
- An approved chemical test kit for determining sanitizer strength will be available and used;
- Food/Product and preparation surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.;
- Mechanical will be done using a commercial dishwasher using a sanitizing agent will be used.

Personnel

- Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors;
- Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the West Boylston Board of Health;
- Comply with any and all isolation and/or quarantine orders issued by the West Boylston Board of Health or the Department of Public Health;
- Humboldt Masters Agents report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition;
- All Humboldt Masters Agents will conform to sanitary practices while on duty;
- All Humboldt Masters Agents will maintain adequate personal cleanliness and wear a clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery;
- All Humboldt Masters Agents will wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered and keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area;
- All Humboldt Masters Agents will refrain from wearing jewelry in the food/product production and processing area.;
- Any cuts, abrasions, and burns that have broken skin will be covered with bandages and if on hands, with gloves and finger cots and change as appropriate;
- Maintain a smoke free facility where no smoking or chewing tobacco shall occur on the premises;

- Eating and drinking takes place in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed food, clean equipment, utensils, linens, and unwrapped single-service and single-use articles.

HAZARD ANALYSIS AND CRITICAL CONTROL POINT (HACCP)

Humboldt Masters will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address the cultivation, processing, production and packaging of all marijuana products that Humboldt Masters will manufacture. Humboldt Masters will:

- Assemble the HACCP team
- Describe the food/product and its distribution
- Describe the intended use and consumers of the food/product
- Develop a flow diagram which describes each process
- Verify the flow diagram
- Conduct a hazard analysis for each product (Principle 1)
- Determine critical control points (CCPs) for each product (Principle 2)
- Establish critical limits (Principle 3)
- Establish monitoring procedures (Principle 4)
- Establish corrective actions (Principle 5)
- Establish verification procedures (Principle 6)
- Establish record-keeping and documentation procedures (Principle 7)

TRAINING

All Humboldt Masters will be trained prior to performing their duties. Training will include, but is not limited to Food Safety, Good Manufacturing and Agricultural Practices, Safe Marijuana Extraction Processes, HACCP, Safety and Marijuana Science.

- All cultivation and product manufacturing employees will be trained on basic food safety prior to or during the first day of employment.
 - Include basic food safety training as part of new employee orientation.
 - The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
 - The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements

- All employees engaging in the production and processing of any food/product will be trained and certified in;
 - SERVSAFE Massachusetts Allergen Training Program
 - SERVSAFE Food Handler Program
- All cultivation employees will be trained in;
 - Good Agricultural Practices
- Provide staff with at least bi-annual training on food safety, including food allergy awareness and HACCP.

Humboldt Masters will ensure:

- Monthly in-service training for all employees.
- All Product Manufacturing managers are Certified Food Protection Managers (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
- The use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide food safety and HACCP training.
- Managers observe staff to ensure they demonstrate food safety knowledge each day in the workplace.
- Documentation of the content of all training sessions and attendance.
- File documentation in HACCP records.



Personnel Policies

Application #: MCN282102

(This document is a summary of the Personnel Policies for Humboldt Masters including our draft policy for background checks. This plan may be amended once we are licensed and hiring employees)

I. Intent

Humboldt Masters is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

To provide clear and concise instructions for Humboldt Masters employees regarding Personnel Policies that are in compliance with the Regulations

II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our personnel policies are compliant with all regulations and laws.

III. Personnel Records

Humboldt Masters 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. A personnel record for each Humboldt Masters agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Humboldt Masters and shall include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. Documentation of periodic performance evaluations;

- f. A record of any disciplinary action taken; and
 - g. Notice of completed responsible vendor and eight-hour related duty training.
- 3. A staffing plan that will demonstrate accessible business hours and safe manufacturing & processing conditions;
- 4. Personnel policies and procedures; and
- 5. All background check reports obtained in accordance with 935 CMR 500.030.

These Personnel Records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to Humboldt Masters Management agents who require access as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only Humboldt Masters Management agents who require access. These records will be made available for inspection by the Commission upon request.

IV. Humboldt Masters Agents

All Humboldt Masters board members, directors, employees, executives, managers and volunteers will register with the Commission as a Humboldt Masters Marijuana Establishment Agent ("Humboldt Masters Agent"). For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All Humboldt Masters Agents shall;

- 1. Be 21 years of age or older;
- 2. Not been convicted of an 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; and
- 3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Humboldt Masters will submit to the Commission an application for every Humboldt Masters Agent, this application will include;

- 1. The full name, date of birth, and address of the individual;
- 2. All aliases used previously or currently in use by the individual, including maiden name, if any;
- 3. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- 4. An attestation that the individual will not engage in the diversion of marijuana products;
- 5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
- 6. Background information, including, as applicable:

- a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
 - c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 - d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
 8. Any other information required by the Commission.

The Humboldt Masters COO will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom the Humboldt Masters seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.

Humboldt Masters will notify the Commission no more than one business day after a Humboldt Masters agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, Humboldt Masters will renew each Humboldt Masters Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for a Humboldt Masters Agent registration card, Humboldt Masters will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

All Humboldt Masters Agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

V. Background Checks

Humboldt Masters will comply with all Background Check requirements in the regulations and any other sub-regulatory guidance issued by the Commission.

Application Process- During the application process Humboldt Masters will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;

1. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (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);
2. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
 - a. The individual's full legal name and any aliases;
 - b. The individual's address;
 - c. The individual's date of birth;
 - d. A photocopy of the individual's driver's license or other government-issued identification card;
 - e. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
 - f. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
3. Relevant Background Check Information. Applicants for licensure will also be required to information detailing involvement in any criminal or civil or administrative matters:
 - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;
 - c. A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;

- d. A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
- e. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;
- f. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and
- g. Any other information required by the Commission.

Humboldt Masters will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

Background Checks not included in the Application Process- For all Marijuana Establishment Agent Registrations not included in the application process Humboldt Masters will submit Marijuana Establishment Agent applications for all required individuals. Humboldt Masters will perform its own due diligence in the hiring of employees and contractors and will not knowingly submit an employee or contractors' application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table B and C of 935 CMR 500.802.

VI. Equal Employment Policy

It is the policy of Humboldt Masters to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

Humboldt Masters expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, Humboldt Masters will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on Humboldt Masters operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist

in the accommodation (e.g. trade shifts) and cooperate with Humboldt Masters in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), Humboldt Masters provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. Humboldt Masters may require medical certification of both the disability and the need for accommodation. Keep in mind that Humboldt Masters can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. Humboldt Masters will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

VII. Anti-Harassment and Sexual Harassment Policy

Humboldt Masters seeks to promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. Inappropriate interference with the ability of Humboldt Masters's employees to perform their expected job duties is not tolerated.

It is illegal and against Humboldt Masters policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. Humboldt Masters will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

Humboldt Masters will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

Humboldt Masters will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If you feel victimized by sexual harassment you should report the harassment to your manager immediately. If your immediate manager is the source of the alleged harassment, you should report the problem to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

The United States Equal Employment Opportunity Commission ("EEOC") One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.

The Massachusetts Commission Against Discrimination ("MCAD") One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000.

VIII. Americans with Disability Act

Humboldt Masters strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. Humboldt Masters judge's individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. Humboldt Masters will provide reasonable accommodations to any persons with disabilities who require them, who advise Humboldt Masters of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

IX. Drug Free Workplace

Humboldt Masters is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on Humboldt Masters premises or while using Humboldt Masters vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably

accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

X. Smoke Free Workplace

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

XI. Employee Assistance Policy

To help employees in circumstances where counseling services would be helpful, Humboldt Masters will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

XII. Employee Diversion of Marijuana

If a Humboldt Masters Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. The Humboldt Masters will immediately be notified. The Executive Management Team will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.

XIII. Employee Handbook

Humboldt Masters will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with Humboldt Masters. These subjects will include, but not be limited to;

1. The Humboldt Masters Mission and Vision
2. Organizational Structure
3. General Employment Policies
4. Employee Categories
5. Conflicts of Interest
6. Access to Personnel Files
7. Performance Evaluations
8. Hours of Work
9. Compensation
10. Benefits
11. Code of Conduct
12. Discipline
13. Training



Record Keeping Procedure

Application #: MCN282102

(This document is a summary of the Record Keeping Procedure for Humboldt Masters
This plan may be amended once we are licensed)

I. Intent

Humboldt Masters is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

To provide clear and concise instructions for Humboldt Masters employees regarding Record Keeping that are in compliance with the Regulations

II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our Record Keeping Procedures are compliant with all regulations and laws.

III. Access to the Commission

Humboldt Masters electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

IV. Types of Records

The following records will be maintained and stored by Humboldt Masters and available to the Commission upon request:

1. Operating procedures as required by 935 CMR 500.105(1)
 - a. Security measures in compliance with 935 CMR 500.110;
 - b. Employee security policies, including personal safety and crime prevention techniques;
 - c. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - d. Storage of marijuana in compliance with 935 CMR 500.105(11);
 - e. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;

- f. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- g. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- h. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- i. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- j. Alcohol, smoke, and drug-free workplace policies;
- k. A plan describing how confidential information will be maintained;
- l. A policy for the immediate dismissal of any marijuana establishment agent who has:
 - i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - iii. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- m. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- n. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- o. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- p. Policies and procedures for energy efficiency and conservation that shall include:
 - i. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - ii. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and

- iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- 2. Operating procedures as required by 935 CMR 500.130(5)
 - a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
 - b. Policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety;
 - c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is segregated from other product and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
 - d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
 - e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(15); and
 - f. Policies and procedures for the transfer, acquisition, or sale of marijuana products
 - g. between Marijuana Establishments.
- 3. Inventory records as required by 935 CMR 500.105(8); and
- 4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
- 5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
 - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - ii. Documentation of verification of references;
 - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision

- iv. 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;
 - v. Documentation of periodic performance evaluations;
 - vi. A record of any disciplinary action taken; and
 - vii. Notice of completed responsible vendor and eight-hour related duty training.
 - c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - d. Personnel policies and procedures; and
 - e. All background check reports obtained in accordance with 935 CMR 500.030
6. Business records, which shall include manual or computerized records of:
- a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. Sales records including the quantity, form, and cost of marijuana products; and
 - e. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
7. Waste disposal records as required under 935 CMR 500.105(12); and
8. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
9. Responsible vendor training program compliance records.
10. Vehicle registration, inspection and insurance records.

All records kept and maintained by Humboldt Masters will be securely held. Access to these records will only be accessible to those Humboldt Masters Agents who require access as a part of their job duties.



Humboldt Masters Maintenance of Financial Records Policy and Procedure Summary

Application #: MCN282102

I. **Intent**

Humboldt Masters is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

To provide clear and concise instructions for Humboldt Masters employees regarding the Maintenance of Financial Records that are in compliance with the Regulations

II. **Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

III. **Policy**

Humboldt Masters financial records will be kept and maintained according to generally accepted accounting principles. Our CFO is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. Once operational Humboldt Masters will hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

All Humboldt Masters financial/business records will be available for inspection to the Commission upon request.

Humboldt Masters will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to;

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and

5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records Humboldt Masters will incorporate the following into our business operations;

1. Humboldt Masters will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for our employees
2. Humboldt Masters will engage, to the extent possible, a banking relationship in Massachusetts to provide banking services for our company.
3. Humboldt Masters will use up to date financial software programs for all financial transactions.
4. Humboldt Masters does not plan to make cash transactions with other Marijuana Establishments. All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.
5. On an annual basis Humboldt Masters will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of Humboldt Masters finances (books).
6. Humboldt Masters will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.
7. Comprehensive financial audits will be done at the end of every day by the CFO or designee. At the discretion of the CFO the frequency of these audits may be changed to weekly and then monthly
8. At a minimum, a comprehensive audit by the CFO or designee of all sales transactions will be completed every month.
9. For the first year of operation the CFO will conduct a comprehensive audit of all of the facilities financial records every 3 months and report their findings to the Executive Management Team.

IV. Access to the Commission

Humboldt Masters electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

V. Access to the Massachusetts Department of Revenue ("DOR")

Humboldt Masters books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the

records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, Humboldt Masters will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.



Qualifications and Training Policy and Procedure

Application #: MCN282102

I. Intent

Humboldt Masters is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

To provide clear and concise instructions for Humboldt Masters employees regarding the qualifications for employment and agent training that are in compliance with the Regulations

II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we only hire qualified Marijuana Establishment Agents and that our training process and curriculum are in compliance with all regulations and laws.

III. Qualifications for a Humboldt Masters Marijuana Establishment Agent

The minimum requirements to become a Humboldt Masters Marijuana Establishment Agent ("Humboldt Masters Agent") are outlined below. All Humboldt Masters board members, directors, employees, executives, managers or volunteers will register with the Commission as a Humboldt Masters Marijuana Establishment Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All Humboldt Masters Agents must;

1. Be 21 years of age or older;
2. Not been convicted of an 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; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Humboldt Masters will develop a job description for all positions with the company. While all Humboldt Masters Agents must meet the qualifications listed above, many of our positions will require additional qualifications depending on the required duties.

IV. Required Training for Humboldt Masters Agents

Pursuant to 935 CMR 500.105(2)(a) Humboldt Masters will ensure all Humboldt Masters Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

1. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;
 - a. Code of Conduct;
 - b. Marijuana Regulations;
 - c. Security and Safety;
 - d. Emergency Procedures/Disaster Plan;
 - e. Diversion of Marijuana;
 - f. Terminable Offences;
 - g. Confidential Information;
 - h. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
 - i. Alcohol, smoke and drug-free workplace;
 - ii. Equal Employment Policy;
 - iii. Anti-Harassment and Sexual Harassment Policy;
 - iv. Americans with Disability Act;
 - v. Employee Assistance Policy; and
 - vi. Diversity Plan
2. After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized, on the job training ("OJT") or through external training.
3. All Humboldt Masters Agents will receive a minimum of 8 hours of training annually.
4. Humboldt Masters will record, maintain and store 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. These records will be stored in the Agents Personnel File. Training records will be retained by Humboldt Masters for at least one year after agents' termination.
5. When implemented and available, Humboldt Masters will require all of its Agents to attend and complete a Responsible Vendor Training Program to become designated as a "responsible vendor"
 - a. After the responsible vendor designation is applied each Humboldt Masters owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a "responsible vendor."
 - b. Although administrative employees who do not handle or sell marijuana are not required to take the responsible vendor program, Humboldt Masters will allow and encourage them to attend on a voluntary basis.
 - c. Humboldt Masters will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

V. Additional Training

Humboldt Masters will provide training and training opportunities to all of its employees. In addition to required training, Humboldt Masters will encourage advanced training to all employees in the areas of Food Safety, Safe Marijuana Extraction Processes and HACCP.

1. All employees will be trained on basic food safety prior to or during the first day of employment.
 - a. Include basic food safety training as part of new employee orientation.
 - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
 - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
2. All employees engaging in the production and processing of any food/product will be trained and certified in;
 - a. SERVSAFE Massachusetts Allergen Training Program
 - b. SERVSAFE Food Handler Program
3. Provide staff with at least bi-annual training on food safety, including food allergy awareness and HACCP.
4. Monthly in-service training.
5. Require all managers to be Certified Food Protection Manager (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
6. Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide food safety and HACCP training.
7. Observe staff to ensure they demonstrate food safety knowledge each day in the workplace.
8. Document the content of all training sessions and attendance.
9. File documentation in HACCP records.



It is the policy of Humboldt Masters to foster equal opportunity for all employees and to promote principles of diversity management that will enhance the level of effectiveness and efficiency of its programs. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. Our goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. It is also our policy to select the best qualified applicant for the job, regardless of race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure that Humboldt Masters is a diverse and inclusive company that promotes a discrimination free work environment and providing opportunities for all employees to use their diverse talents to support the company's mission.

Humboldt Masters will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment

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

We understand that this plan is reviewed upon renewal and that renewal occurs one year from provisional license.

Humboldt Masters will implement this plan to ensure access to employment (including management positions) and other relationships with the company. This plan will aim to promote diversity among the following groups;

- **Minorities;**
- **Women;**
- **Veterans;**
- **People with disabilities; and**
- **People who are LGBTQ+.**

Our goal is to include as employees and outside partners, a diverse representation of the above groups. Through our Employee Diversity Program and Outside Partner Diversity Program we will promote and maintain diversity in our company and with those that we engage with.

Employee Diversity Program

Goal- The goal for this program is to make the Humboldt Masters workplace and management team as diverse as possible to include qualified employees with no regard to race, gender, age, disability, religion, sexual orientation, or any other non-merit factor. Our goal is to have the following workforce demographic:

- 50% will be female
- 25% will be a minority
- 10% will be a veteran, persons with a disability or persons who are LGBTQ+.

Program- Humboldt Masters looks to recruit and hire diverse employees and plans to promote equity among minorities, women veterans, people with disabilities and people who are LGBTQ+ in the operation of our company. To promote diversity and equity Humboldt Masters will;

1. Give hiring preference to minorities, women veterans, people with disabilities and people who are LGBTQ+.
2. Institute a “blind hiring” policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate.
3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
 - Initial training will take place within 30 days of hire and annually thereafter.
4. Promote our Diversity Program and hiring preferences on recruitment websites and on social media.
5. Use job descriptions that are catered to and appeal to diverse candidates.
6. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion. Engagement with these groups will include education for our hiring team, leads on candidates that fit our Program Populations and job posting that highlight our diversity hiring preference.
 - All job postings will be forwarded to the MassHire Worcester Career Center and other media that serve Worcester Massachusetts which has the highest minority populations in the area.
 - Job postings will start with 90 days of receipt of Provisional License from the Commission and as needed thereafter.

Measurements- We will measure the success of the Employee Diversity Program on an ongoing basis as we begin to hire to ensure that we are doing all we can to meet our goal. After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. Additionally, 60 days prior to the renewal of our license another evaluation will be prepared and made available to the Commission for review and comment. These comprehensive evaluations will include:

1. The number and percentage of employees who are minorities, women veterans, people with disabilities and people who are LGBTQ+;

2. The number and percentage of job applicants who are minorities, women, veterans, people with disabilities and people who are LGBTQ+;
3. The number of applicants who are minority, women, veteran, people with disabilities and people who are LGBTQ+, and if not hired, a description of the reason why; and
4. The number of employment offers made to minorities, women, veterans, people with disabilities and people who are LGBTQ+ and the reason (if known) why the applicant did not take the position.

Outside Partner Diversity Program

Goals- The goal of the Outside Partner Diversity Program is to provide equity in the industry by promoting access to the industry by suppliers, contractor and wholesale partners who are minorities, women, veterans, people with disabilities and people who are LGBTQ+. Humboldt Masters is committed to utilizing, and will give priority to the extent possible, to minority-owned, women owned, veteran owned, LGBT-owned and business owned by persons with disabilities as our suppliers, contractors and wholesale partners. Our goal is to have at least 25% our suppliers, contractors and wholesale partners be minorities and/or women and 5% will be veterans, people with disabilities and/or people who are LGBTQ+.

Program- Humboldt Masters will actively identify and pursue partnerships with suppliers, contractors and Marijuana Establishments who are minorities, women, veterans, people with disabilities and people who are LGBTQ+.

Humboldt Masters will give preference to suppliers and contractors whose owners or a majority of the employees are minorities, women, veterans, people with disabilities and people who are LGBTQ+.

1. We will actively recruit these individuals or companies and promote this Program when sourcing these services.
2. We will give priority to Marijuana Establishments whose owners or a majority of its employees are minorities, women, veterans, people with disabilities and people who are LGBTQ+ when sourcing wholesale products.

Measurement- We will measure the success of the Supplier/Partner Program on an ongoing basis as we begin to contract individuals and companies for these services to ensure that we are doing all we can to meet our goal. After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. Additionally, 60 days prior to the renewal of our license another evaluation will be prepared and made available to the Commission for review and comment. These comprehensive evaluations will include: The number and percentage of suppliers and contractors that we have engaged with that meet the criteria of the Program Populations that are outlined above;

1. The number and percentage of bids received from individuals and/or companies are owned or a majority of the employees are minorities, women, veterans, people with disabilities and people who are LGBTQ+;
2. The number and percentage of Marijuana Establishments whose owners or a majority of its employees are minorities, women, veterans, people with disabilities and people who are LGBTQ+ that we have contracted with as our wholesale partners; and

3. The number and percentage of Marijuana Establishments whose owners or a majority of its employees are minorities, women, veterans, people with disabilities and people who are LGBTQ+ that we have engaged with that did not result in a wholesale agreement and the reasons why.