Massachusetts Cannabis Control Commission

Craft Marijuana Cooperative

General Information:

License Number: CO281706

Original Issued Date: 06/07/2022

Issued Date: 03/12/2026

Expiration Date: 03/13/2027

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Greenjeans Farms, LLC

Phone Number: 774-217-8910

Email Address: julie@greenjeanscoop.com

Business Address 1: 4 Old Sawmill Road

Business Address 2:

Business City: Holliston

Business State: MA

Business Zip Code: 01746

Mailing Address 1: 4 Old Sawmill Road

Mailing Address 2:

Mailing City: Holliston

Mailing State: MA

Mailing Zip Code: 01746

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 90

Percentage Of Control: 50

Role: Owner / Partner

Other Role:

First Name: Julie **Last Name:** Beauchemin **Suffix:**

Gender: Female **User Defined Gender:**

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian), White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity: English, French Canadian, Cuban

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 10 **Percentage Of Control:** 33.3

Role: Manager **Other Role:**

First Name: Robert **Last Name:** Beauchemin **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: French Canadian

Person with Direct or Indirect Authority 3

Percentage Of Ownership: **Percentage Of Control:** 16.7

Role: Other (specify) **Other Role:** Member

First Name: Scott **Last Name:** Hutkoski **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: Polish

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

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

FEE QUESTIONS

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

Total number of locations: 2

COOPERATIVE LOCATION

Owned Business 1

Location Address 1: 149 Christian Lane

Location Address 2:

Location City: Whately **Location Zip Code:** 01373

Approximate square footage of the location: 11768 **Activities in this Location:** Cultivation

How many abutters does this property have?: 20

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Executed HCA	2024_0924 - HCA Model Whately-Version EXECUTED - Greenjeans Farms.pdf	pdf	6939ade778e4c85baa0b0101	12/10/2025
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning - 1-15-2026.pdf	pdf	697e3d73125d392f13c62911	01/31/2026

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.: $

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan Updated 9-30-2025.pdf	pdf	693ca60078e4c85baa0dedea	12/12/2025

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: Julie **Last Name:** Beauchemin **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: **Other Role:**

First Name: Robert **Last Name:** Beauchemin **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: **Other Role:**

First Name: Scott **Last Name:** Hutkoski **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Greenjeans Farms, LLC - MA Certificate of Good Standing.pdf	pdf	61630d3fec8df6685105e0de	10/10/2021
Bylaws	GJF Operating Agreement - Fully Ex - 9-30-2021.pdf	pdf	61630e0ec28c0968f3847887	10/10/2021
Articles of Organization	Certificate of Organization - Greenjeans Farms LLC - 1-6-2021.pdf	pdf	61649a3353eb05681e9d0cd4	10/11/2021
Department of Revenue - Certificate of Good standing	Greenjeans DOR Cert of Good Standing 11-29-2021.pdf	pdf	61a78b14c812363cbf8015ac	12/01/2021

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	MA Certificate of Good Standing GREENJEANS FARMS - 12-10-2025.pdf	pdf	693ca0c078e4c85baa0dec1f	12/12/2025
Department of Unemployment Assistance - Certificate of Good standing	Unemployment Assistance Attestation 2025.pdf	pdf	693ca0ce78e4c85baa0dec39	12/12/2025
Department of Revenue - Certificate of Good standing	Revenue Cert of Compliance 1-15-2026.pdf	pdf	697e35b2125d392f13c6256d	01/31/2026

Massachusetts Business Identification Number: 001478348

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Capitalization Table	Cap Table Greenjeans Farms LLC v2.pdf	pdf	67b645732cd2ec2282a64731	02/19/2025
Proposed Timeline	GJF Timeline Dec2025.pdf	pdf	693ca56878e4c85baa0ded7a	12/12/2025
Operating Agreement or Articles of Incorporation	Operating Agreement - GJF - Fully Ex - 9-30-2021 (2).pdf	pdf	697e374c1cb8980512517708	01/31/2026
Operating Agreement or Articles of Incorporation	Attestation of No Changes to Operating Agmt 1-15-2026.pdf	pdf	697e388e1cb89805125177b7	01/31/2026

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Energy Compliance Plan	Energy Compliance Plan_GJF_Oct 2021.pdf	pdf	61643186d7af776846094245	10/11/2021
Prevention of diversion	Prevention of Diversion_GJF.pdf	pdf	616452ac4c206f685c09c700	10/11/2021

Maintaining of financial records	Maintaining Financial Records_GJF.pdf	pdf	61649177af787c692aaca705	10/11/2021
Diversity plan	Diversity Plan_GJF_11-7-2021+Attachment.pdf	pdf	6187fa8599d47637982bbcdf	11/07/2021
Security plan	Security Plan_GJF_11-9-2021.pdf	pdf	618b3cbdbd22c23791132560	11/09/2021
Storage of marijuana	Storage of marijuana_GJF_11-9-2021.pdf	pdf	618b3f4e6155aa37c42566c8	11/09/2021
Transportation of marijuana	Transportation of Marijuana_GJF_11-9-2021.pdf	pdf	618b4c3c86cf8531b41a55cb	11/09/2021
Inventory procedures	Inventory Procedures_GJF_11-10-2021.pdf	pdf	618c745851c4da37cbfb9454	11/10/2021
Restricting Access to age 21 and older	Restricting access under 21_GJF_11-10-2021.pdf	pdf	618c74f1703abe37a3ab54be	11/10/2021
Quality control and testing	Quality Control and Testing_GJF_11-10-2021.pdf	pdf	618c78337c9a0537aea4c62c	11/10/2021
Personnel policies including background checks	Personnel policies including background checks_GJF_11-10-2021.pdf	pdf	618c7f87d5b18b31d5997053	11/10/2021
Record Keeping procedures	Record Keeping Procedures_GJF_11-10-2021.pdf	pdf	618c812599d47637982bd6d7	11/10/2021
Policies and Procedures for cultivating.	Policies and Procedures Cultivating_GJF_11-10-2021.pdf	pdf	618c9d6386cf8531b41a5dbe	11/10/2021
Samples of unique identifying marks for branding.	Unique Identifying Marks_GJF_Apr23.pdf	pdf	642ee7982c9c310008b9d386	04/06/2023
Plan to Obtain Marijuana	Plan to Obtain Marijuana.pdf	pdf	642f190283993900089f17b4	04/06/2023
Qualifications and training	Qualifications and Training_GJF_4-6-2023.pdf	pdf	642f3c8283993900089f527d	04/06/2023
Safety Plan for Manufacturing	Safety Plan for Manufacturing_GJF.pdf	pdf	674f25a2e8b78900086b475d	12/03/2024

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

Progress or Success Goal 1

Description of Progress or Success: We are not yet operational and therefore have not had the resources to make progress on our Positive Impact Plan.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: We are not yet operational and therefore have not had the resources to make progress on our Diversity Plan.

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Name of Item: Not Applicable

Item Type: Flower

Item Description: Not Applicable - there are no items currently being produced by the establishment.

HOURS OF OPERATION

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

Greenjeans Farms

Plan to Remain Compliant with Local Zoning

Updated January 15, 2026

To date, Greenjeans Farms, LLC has acquired all necessary approvals and permits, including a Host Community Agreement, from the Town of Whately to construct and operate its facility at 149 Christian Ln, Whately, MA 01373 which is located in the Agricultural/Residential-1 (A/R-1) and Agricultural/Residential-2 (A/R-2) zones where Marijuana Establishments are allowed after a special permit has been granted. A special permit was granted to Greenjeans Farms, LLC by the Whately Zoning Board of Appeals on February 2, 2022 and Greenjeans Farms' construction complies with the conditions within such special permit.

Greenjeans Farms shall ensure ongoing compliance with the Town of Whately's local codes, ordinances, and bylaws in the following ways:

Requirements under 171-28.6 Adult Use Recreational and Medical Marijuana Establishments (Town of Whately)	**Greenjeans Farms' Compliance**
Marijuana Establishments shall not be located within 500 feet of any existing public, parochial, or private school, kindergarten, or State-approved day care center. This setback shall include the grounds on which said public, parochial, or private school, kindergarten or State-approved day care center is located on. The distance between any Marijuana Establishment and any public, parochial, or private school, kindergarten, State-approved day care center, or other location where children congregate shall be measured in a straight line, without regard to intervening structures, from the closest property line of any existing public, parochial, or private school, kindergarten, or State-approved day care center, or other places where children congregate to the Marijuana Establishment.	Greenjeans Farms' facility is located over 500 feet from any existing public, parochial, or private school, kindergarten, or State-approved day care center property line.
Marijuana Establishments shall not be located within 500 feet from any public recreation area or park measured in a straight line, without regard to intervening structures, from the closest property line of the recreation area to the Marijuana Establishment.	There are no public recreation areas or park property lines located within 500 feet of the facility.

Marijuana Establishments shall not be located within 500 feet from any existing church without regard to intervening structures, from the closest property line of the church to the Marijuana Establishment.	There are no church property lines located within 500 feet of the facility.
No Marijuana Establishment shall be located inside a building containing residential units, including transient housing such as motels and dormitories.	Greenjeans Farms' facility is not located inside a building containing residential units, motel, or dormitory.
Marijuana Establishments shall have a minimum 50-foot setback from all property lines except Marijuana Retailers shall have a minimum 20-foot setback from rear/side yard property lines in the Commercial District.	Greenjeans Farms' facility complies with the minimum 50-foot setback requirement.

The Town of Whately has reviewed and approved Greenjeans Farms' plans for buffering, odor control, noise, outdoor lighting, parking, access to the site from public roads, hazardous materials, water and energy efficiency, and landscaping and buildings.

The Town of Whately Police Chief walked through Greenjeans Farms' facility on November 12, 2025 and was satisfied with the present security equipment and procedures.

Greenjeans Farms will continue to work with officials from the Town of Whately to ensure the operations do not create negative environmental, neighborhood, or public safety impacts. Greenjeans Farms hereby submits that it will continue to comply with all local and State requirements and will be responsible for ongoing compliance with local and State rules and regulations.

ATTESTATION OF REQUESTS TO MUNICIPALITIES REGARDING COST DOCUMENTATION

Greenjeans Farms, LLC.

I hereby attest that on April 6, 2023, Greenjeans Farms LLC requested host community costs from the Town of Whately. As of April 19, 2023, Greenjeans Farms LLC has not received a response from the Town of Whately.

Evidence of such request can be found on the following page.

Sincerely,

Julie Beauchemin
Greenjeans Farms LLC
Owner and Person with Direct Authority

Gmail

Julie Beauchemin <julie@greenjeanscoop.com>

Cannabis License Renewal

Julie Beauchemin <julie@greenjeanscoop.com> Thu, Apr 6, 2023 at 7:54 AM
To: Brian Domina <townadmin@whately.org>

Hi Brian,

I hope you're doing well. I'm in the process of renewing Greenjeans Farms' craft marijuana cooperative license and I'm reaching out as required by the CCC to request records of any cost to the city or town reasonably related to the operation of the establishment. "The host community costs can include actual and anticipated costs associated with the operation of the establishment." Even though we are not yet operational, this is still a required piece of the renewal. I believe an email response or short attestation should be sufficient. Thank you in advance for your help.

As an update, we are still under construction awaiting long lead time equipment items and hope to be operational by end of year.

Thank you,
Julie

--
Julie Beauchemin
Founder & General Manager
Greenjeans Farms
Mobile: 774-217-8910

Gmail

Julie Beauchemin <julie@greenjeanscoop.com>

RE: Cannabis License Renewal

1 message

Gary Brougham <GBrougham@belchertown.org> Thu, Apr 6, 2023 at 12:19 PM
To: Julie Beauchemin <julie@greenjeanscoop.com>

Julie

Since the initial application, review and approval of your Host Agreement with Belchertown, no additional local funds have been earmarked or expended on your proposed facility.

In addition, I see no anticipated costs now or in the near future on the Town of Belchertown's side associated with your project.

Gary L Brougham

Town Administrator

Belchertown, Mass.

From: Julie Beauchemin <julie@greenjeanscoop.com>
Sent: Thursday, April 6, 2023 8:24 AM
To: Gary Brougham <GBrougham@belchertown.org>
Subject: Cannabis License Renewal

Hi Gary,

I hope you're doing well. I'm in the process of renewing Greenjeans Farms' craft marijuana cooperative license and I'm reaching out as required by the CCC to request records of any cost to the city or town reasonably related to the operation of the establishment. "The host community costs can include actual and anticipated costs associated with the operation of the establishment." Even though we are not yet operational, this is still a required piece of the renewal. I believe an email response or short attestation should be sufficient. Thank you in advance for your help.

As an update, I am still in the process of applying for our permits and awaiting additional funds to build out the site.

Thank you,

Julie

Greenjeans Farms
Positive Impact Plan

October 10, 2021
Updated September 30, 2025

GOALS
Greenjeans Farms recognizes the inequitable barriers that still exist for people and communities disproportionately harmed by marijuana prohibition. We believe that cannabis education, career opportunities, industry information, and consulting services should be easily accessible with no associated costs to the harmed people. Through its Positive Impact Plan goals, Greenjeans Farms looks forward to bringing these resources to Massachusetts residents who have been disproportionately impacted by past drug convictions and systematic failures. We plan to contribute the following positive impacts through our participation in the Massachusetts Adult Use marijuana industry:

1. **Increase marijuana education and make cannabis industry information readily available to disproportionately harmed people.**

2. **Provide free consulting services to disproportionately harmed people.**

3. **Provide volunteer hours, employment opportunities, and housing/care funds to disproportionately harmed people.**

   ➔ Contributes to Hiring Goal #1 and Operating Goal #3.

4. **Hire at least 50% of employees from one or more of the following disproportionately impacted communities:**
   - North Adams
   - Pittsfield
   - Greenfield
   - Amherst
   - Holyoke
   - Springfield
   - West Springfield
   - Monson

PROGRAMS
To carry out the above goals, Greenjeans Farms is proposing to implement the following four (4) programs once its operations commence.

Prior to initiating the programs, Greenjeans Farms will identify disproportionately impacted communities through monitoring the community list within the Cannabis Control Commission's latest *Guidance for Identifying Areas of Disproportionate Impact*. Greenjeans Farms will also complete the Equity Involvement Form to reach Social Equity Program participants, Certified Economic Empowerment applicants, and other groups for whom the Commission is charged with ensuring meaningful participation. Through CCC resources, its prospective partners mentioned below, and networking efforts, Greenjeans Farms will cast a wide net to serve as many disproportionately impacted people and communities as possible.

1. **Educational Outreach Program**
   Greenjeans Farms will contact groups such as the Massachusetts Department of Agricultural Resources, Massachusetts Farm Bureau Federation, and local farming cooperatives to identify farmers in disproportionately impacted communities who may be looking for more information on cannabis cultivation. Greenjeans Farms will collect email and mailing lists from these groups in addition to manually generating its own contact lists based on publicly available sources such as news articles, business websites, and New England Farmland Finder.

   Greenjeans Farms will organize and host one (1) informational session annually in one of the following centrally located cities and towns:

   - Lowell
   - Fitchburg
   - Worcester
   - Fall River
   - Monson
   - Amherst
   - Pittsfield

   Informational sessions shall be held at a public venue such as a library, VFW, municipal building, lecture hall, hotel conference room, coworking space, or other common meeting place after regular work hours. These sessions shall be advertised to farmer families in all 29 communities listed in the *Guidance for Identifying Areas of Disproportionate Impact*.

   At each informational session, Greenjeans Farms will provide an approximately 1-hour overview of State regulations and license types, environmental conditions needed to grow cannabis, required permits and approvals, funding options, the cooperative model, and other important considerations. After the presentation, an hour will be allotted for group discussion and questions.

In addition to generating its own mass emails and mailers, Greenjeans Farms will advertise educational outreach events through the following:

- Posting a short article or ad in the Massachusetts Farm Bureau Federation bi-monthly newsletter at least 2 weeks prior to the outreach meeting;
- Contacting local radio stations such as WHMP, NewsRadio 560 WHYN, and New England Public Media to achieve two (2) separate announcements or stories about the outreach meeting;
- Posting an ad or story in two (2) local newspapers;
- Engaging other cannabis cooperatives to combine meeting efforts and attract more attendees; and
- Advertising events on social media (Facebook and Instagram) and asking industry partners to share the posts.

During its first year of outreach, Greenjeans Farms aims to reach all 6,000 Massachusetts Farm Bureau Federation members by email or letter. We also strive to attract 50 attendees to every informational session.

2. **Consulting Program**

Founder and General Manager Julie Beauchemin has over ten years of experience in land development, local permitting, and project management. Using geographic information systems, Julie can quickly review and summarize site feasibility as it relates to favorable land features, development costs, and local and State restrictions. Therefore, Greenjeans Farms is well equipped to offer free consulting to disproportionately harmed people looking to establish a Marijuana Establishment on a specific property. This may be the disproportionately harmed business owner's property or a property they have identified as available for their use. The Consulting Program scope shall include, but not be limited to:

- Visiting the site and meeting with the business owner/landowner in person;
- Providing a summary report including the following findings:
  - Existing wetlands or flood zones
  - Any priority habitats or other protected areas
  - Dimensional requirements such as frontage, maximum lot coverage, and setbacks
  - Compliance with zoning by-law requirements
  - Any problematic encumbrances discovered;
- Providing a rough site sketch or layout;
- Budgeting and estimating; and
- Sharing industry contacts and resources.

Greenjeans Farms will aim to provide 4 separate consults (or 1 consult every quarter) annually to disproportionately harmed people. These people shall be a combination of residents in areas of disproportionate impact, Commission-designated Certified Economic Empowerment Priority recipients, Social Equity participants, people with past drug convictions, and people with parents or spouses who have drug convictions. To reach these groups, Greenjeans Farms will promote its Consulting Program with the following outlets:

- CCC resources, specifically, the Equity Involvement Form and any other contact methods allowed
- Two (2) newspaper stories annually
- Two (2) radio stories annually
- Short articles or ads in the Massachusetts Farm Bureau Federation newsletter and other partner newsletters (at least 2 newsletter ads annually)
- Advertising on Greenjeans Farms' website with a dedicated contact form.

3. **Annual Volunteer and Employment Opportunities Program**
Greenjeans Farms shall require all employees to volunteer at least one (1) day per year, for a combined total of ten (10) hours of volunteer work completed, at Soldier On, a nonprofit organization based in Pittsfield, MA that cares for rehabilitated and recovering veterans. Greenjeans Farms shall also offer Soldier On members job training, employment opportunities, and transport assistance. Greenjeans Farms shall coordinate with Soldier On to understand the best use of the volunteer hours and how to communicate with Soldier On members regarding employment opportunities, job training, and how to support transportation from the Soldier On facility to Greenjeans Farms' facility. Additionally, Greenjeans Farms shall annually donate $5,000 to contribute to long-term housing and care for disproportionately impacted veterans in North Adams, Pittsfield, Greenfield, Amherst, Holyoke, Springfield, West Springfield, and Monson. A donation acceptance letter from Soldier On is included as Attachment A.

4. **Hiring Program**
Greenjeans Farms will work through MassHire's Greenfield, Springfield, and Holyoke Centers to identify candidates for its cultivation and management positions. We will look to hire at least 50% of employees from the following disproportionately impacted communities which surround our Western Massachusetts cultivation facilities: North Adams, Pittsfield, Greenfield, Amherst, Holyoke, Springfield, West Springfield, and Monson. Greenjeans Farms will also use the Educational Outreach, Consulting, and Low Interest Loan Programs as opportunities to connect with potential candidates for its open positions. Greenjeans Farms will attend, either in

person or virtually, at least two (2) annual hiring events at MassHire Greenfield, Springfield, or Holyoke Center.

Prior to beginning any work under the Consulting and Hiring Programs, Greenjeans Farms will confirm that the client's address is within an area of disproportionate impact. In addition to checking the latest CCC guidance documents, if the disproportionately impacted person's address is within Boston, Lowell, Springfield, or Worcester, Greenjeans Farms will check the United States Census Bureau's Fact Finder webpage to confirm the consensus tract number.

Greenjeans Farms will look to partner with at least one (1) other craft marijuana cooperatives to share data around which communities or associations have the largest need for cannabis education, consulting, and volunteer services.

MEASUREMENTS

Greenjeans Farms will measure its Educational Outreach Program progress through calculating response rates and collecting survey data. The response rate will be the number of attendees over the number of people reached for each of the following methods:

- Greenjeans Farms email blast
- Greenjeans Farms mailer
- Local newspaper ad (estimated number of readers)
- Local radio ad (estimated number of listeners during announcement)
- Massachusetts Farm Bureau Federation newsletter (number of recipients and how many members are disproportionately impacted according to CCC definition)

Greenjeans Farms will also maintain the following tracker:

Session Name	**In Person or Virtual**	**# Emails**	**# Mailers**	**Ad 1 Estimated Reach**	**Ad 2 Estimated Reach**	**Attendance**	**Response Rate**
Session 1							
Session 2							

At the end of every informational session, whether the session is in person or virtual, a survey will be provided asking participants how they learned about the session. Greenjeans Farms will collect and maintain this data annually. We will also analyze which outreach methods are the most successful.

Other annual measurements shall include:

- Consulting Program
    - The number of consults provided versus the annual goal of 4 consults
    - Any patterns in the number of requests or responses across certain seasons or months. Increase outreach during times with the highest responses.
    - Number of inquiries received from the Equity Involvement Form
    - Maintain a time sheet of hours dedicated to consulting
    - Success is measured by how many consults move forward with an application

- Volunteer Program
    - Number of people served annually
    - Number of volunteer hours provided annually
    - Number of people reached regarding employment opportunities
    - Information from Soldier On specifying the positive impact from volunteer hours and use of donations

- Hiring Program
    - Greenjeans Farms will maintain a list documenting which employees are past or present residents of the 29 disproportionately impacted communities. We will reach our hiring goal if 50% or more employees reside in those communities (such communities which may be updated by the CCC from time to time). We will also maintain a tracker indicating how employees were sourced (MassHire in person event, MassHire virtual events, Educational Outreach Program, Consulting Program, or Soldier On).

Greenjeans Farms will also have an ongoing dialogue with our employees to understand best practices and resources needed to reach and recruit more disproportionately harmed people.

DISCLOSURES

Greenjeans Farms acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME and MTC, respectively. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Greenjeans Farms will be required to document progress or success of this plan, in its entirety, annually upon renewal of its license.

ATTACHMENT A

DONATION ACCEPTANCE LETTER

[*Following page*]

SOLDIER ON

October 4, 2021

Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604

RE: Donation Acceptance

Dear Cannabis Control Commission:

My name is Bruce Buckley and I am the Chief Executive Officer of Soldier On, a non-profit organization with a principal place of business in Pittsfield, Massachusetts. Soldier On provides long-term housing and care to hundreds of veterans across Berkshire, Franklin, Hampshire, and Hampden counties which include the communities of North Adams, Pittsfield, Greenfield, Amherst, Holyoke, Springfield, West Springfield, and Monson.

Soldier On is willing to accept in-kind and/or monetary donations from Greenjeans Farms, LLC.

Please do not hesitate to contact me with any questions.

Sincerely,

Bruce Buckley, CEO
Soldier On
290 Merrill Road
Pittsfield, MA 01201
Email: bbuckley@wesoldieron.org
Phone: 413-358-3640

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

September 23, 2021

TO WHOM IT MAY CONCERN:

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

GREENJEANS FARMS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 6, 2021.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JULIE MARIE BEAUCHEMIN**

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:BMM

Greenjeans Farms LLC
Operating Agreement

THIS OPERATING AGREEMENT, dated as of the 30th day of September, 2021, is by and among the persons identified as Members on *Schedule A* (each such person being individually referred to as a "Member" and all such persons being referred to collectively as the "Members"), and each of the persons identified as Managers on *Schedule A*, hereto (each such person being individually referred to as a "Manager" and all such persons being referred to collectively as the "Managers").

WHEREAS, Greenjeans Farms, LLC (the "LLC" or the "Cooperative") has been formed as a limited liability company under the Massachusetts Limited Liability Company Act (the "Act") by the filing on the date hereof of a Certificate of Organization (the "Certificate") in the office of the Secretary of State of the Commonwealth of Massachusetts; and

WHEREAS, the Managers and the Members wish to set out fully their respective rights, obligations and duties with respect to the Cooperative and its business, management and operations.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows.

ARTICLE I
Definitions

The following capitalized terms used in this Agreement shall have the respective meanings ascribed to them below.

"Act" means the Massachusetts Limited Liability Company Act, in effect at the time of the initial filing of the Certificate with the office of the Secretary of State of the Commonwealth of Massachusetts, and as thereafter amended from time to time.

"*Adjusted Capital Account*" means, for each Member, such Member's Capital Account balance increased by such Member's share of "minimum gain" and of "partner nonrecourse debt minimum gain" (as determined pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5), respectively).

"Affiliate" shall mean, with respect to any specified person or entity, (i) any person or entity that directly or indirectly controls, is controlled by, or is under common control with such specified person or entity; (ii) any person or entity that directly or indirectly controls 10 percent or more of the outstanding equity securities of the specified entity or of which the specified person or entity is directly or indirectly the owner of 10 percent or more of any class of equity securities; (iii) any person or entity that is an officer of, director of, manager of, partner in, or trustee of, or serves in a similar capacity with respect to, the specified person or entity or of which the specified person or entity is an officer, director, partner, manager or trustee, or with respect to which the specified person or entity serves in a similar capacity; or (iv) any person that is a member of the Immediate Family of the specified person.

"Agreement" means this Operating Agreement as it may be amended, supplemented or restated from time to time.

"Bankruptcy" means the occurrence of any of the following events:

(i) a Member makes an assignment for the benefit of creditors;

(ii) a Member files a voluntary petition in bankruptcy;

(iii) a Member is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceeding;

(iv) a Member files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

(v) a Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature;

(vi) a Member seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of his or her properties; or

(vii) 120 days after the commencement of any proceeding against a Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if, within 90 days after the appointment without its consent or acquiescence of a trustee, receiver or liquidator of the Member or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated.

"Board of Managers" or *"Board"* means the Board of Managers described in Article VI of this Agreement.

"*Capital Account*" means a separate account maintained for each Member and adjusted in accordance with Treasury Regulations under I.R.C. § 704 if the LLC is taxed as a partnership. To the extent consistent with such Treasury Regulations, the adjustments to such accounts shall include the following:

(i) There shall be credited to each Member's Capital Account the amount of any cash (which shall not include imputed or actual interest on any deferred contributions) actually contributed by such Member to the capital of the LLC, the fair market value (without regard to I.R.C. § 7701(g)) of any property contributed by such Member to the capital of the LLC, the amount of liabilities of the LLC assumed by the Member or to which property distributed to the Member was subject, and such Member's share of the Net Profits of the LLC and of any items in the nature of income or gain separately allocated to the Members, and there shall be charged against each Member's Capital Account the amount of all cash distributions to such Member, the fair market value (without regard to I.R.C. § 7701(g)) of any property distributed to such Member by the LLC, the amount of liabilities of the Member assumed by the LLC or to which property contributed by the Member to the LLC was subject, and such Member's share of the Net Losses of the LLC and of any items in the nature of loss or deduction separately allocated to the Members.

(ii) In the event any interest in the LLC is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

"Capital Transaction" means a sale or other disposition of all or a portion of the Cooperative's property in a single transaction or in a series of related transactions, other than such a sale or disposition in the ordinary course of the Cooperative's business and any refinancing.

"*Carrying Value*" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, *provided, however*, that (i) the initial Carrying Value of any asset contributed to the LLC shall be adjusted to equal its gross fair market value (as determined by) at the time of its contribution and(ii) the Carrying Values of all assets held by the LLC shall be adjusted to equal their respective gross fair market values (taking I.R.C. § 7701(g) into account) upon an election by the LLC to revalue its property in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and upon liquidation of the LLC. The Carrying Value of any asset whose Carrying Value was adjusted pursuant to the preceding sentence thereafter shall be adjusted in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

"Certificate" means the Certificate of Organization creating the LLC, as it may, from time to time, be amended in accordance with the Act.

"Clerk" means the persons occupying the office of Clerk (as provided in Section 6.04) at any time, or from time to time.

"Consent" means the written consent or approval of more than 50 percent of those Members entitled to participate in giving such Consent, and if more than one class or group of Members is so entitled, then more than 50 percent shall be so required with respect to each such class or group.

"Designated Individual" has the meaning set forth in Section 7.05(a).

"Immediate Family" (i) with respect to any individual, means his or her ancestors, spouse, issue, spouses of issue, any trustee or trustees, including successor and additional trustees, principally for the benefit of any one or more of such individuals, and any entity or entities all of the beneficial owners of which are such trusts and/or such individuals, but (ii) with respect to a legal representative, means the Immediate Family of the individual for whom such legal representative was appointed and (iii) with respect to a trustee, means the Immediate Family of the individuals who are the principal beneficiaries of the trust.

"Imputed Underpayment" means the amount payable as a tax by the LLC with respect to a Partnership Adjustment and computed in accordance with I.R.C. Section 6225.

"Invested Capital" means, at any point in time, for any Member, the excess of (i) the aggregate amount of the capital contributed to the LLC by such Member over (ii) the aggregate amount distributed (or deemed distributed) to such Member.

"I.R.C." means the Internal Revenue Code of 1986, as amended from time to time.

"Legal Representative" means, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death or incompetency of such an individual.

"LLC" or "Cooperative" means the limited liability company formed pursuant to the Certificate and this Agreement, as it may from time to time be constituted and amended.

"Manager" refers to any person named as a Manager in this Agreement and any person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such person's capacity as (and for the period during which such person serves as) a Manager of the Cooperative. "Managers" or "Board of Managers" shall refer collectively to all of such

persons in their capacities as (and for the period during which such persons serve as) Managers of the Cooperative.

"Member" refers severally to any person named as a Member in this Agreement and any person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in such person's capacity as a Member of the Cooperative. "Members" shall refer collectively to all such persons in their such capacities as Members.

"Member-Manager" means any Member who is also a Manager.

"*Net Profits*" and "*Net Losses*" mean the taxable income or loss, as the case may be, for a period as determined in accordance with I.R.C. § 703(a) if the LLC is taxed as a partnership, computed with the following adjustments:

(i) items of gain, loss and deduction shall be computed based upon the Carrying Values of the LLC's assets (in accordance with Treasury Regulation Sections .704-1(b)(2)(iv)(g) and/or 1.704-3(d)) rather than upon the assets' adjusted bases for federal income tax purposes;

(ii) any tax-exempt income received by the LLC shall be included as an item of gross income;

(iii) the amount of any adjustment to the Carrying Value of any LLC asset pursuant to I.R.C. § 734(b) or I.R.C. § 743(b) that is required to be reflected in the Capital Accounts of the Members pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m) shall be treated as an item of gain (if the adjustment is positive) or loss (if the adjustment is negative), and only such amount of the adjustment shall thereafter be taken into account in computing items of income and deduction;

(iv) any expenditure of the LLC described in I.R.C. § 705(a)(2)(B) (including any expenditures treated as being described in I.R.C. § 705(a)(2)(B) pursuant to Treasury Regulations under I.R.C. § 704(b)) shall be treated as a deductible expense;

(v) the amount of items of income, gain, loss or deduction specially allocated to any Members pursuant to Section 5.02 shall not be included in the computation;

(vi) the amount of any unrealized gain or unrealized loss attributable to an asset at the time it is distributed in-kind to a Member shall be included in the computation as an item of income or loss, respectively; and

(vii)the amount of any unrealized gain or unrealized loss with respect to the assets of the LLC that is reflected in an adjustment to the Carrying Values of the LLC's assets pursuant to clause (ii) of the definition of "Carrying Value" shall be included in the computation as items of income or loss, respectively.

"Partnership Representative" means the Person designated to act as the "partnership representative" pursuant to I.R.C. § 6223.

"Partnership Adjustment" has the meaning set forth in I.R.C. § 6241(2) and generally means any adjustment to any partnership-related item or amount with respect of income, gain, loss, deduction, or credit of the LLC or any Member's distributive share thereof.

"President" means the person occupying the office of President (as provided in Section 6.04) of the Cooperative at any time, or from time to time.

"Reviewed Year" has the meaning set forth in I.R.C. § 6225(d)(1), and generally means the partnership taxable year to which a Partnership Adjustment relates.

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

"Target Balance" means, if the LLC is taxed as a partnership, for each Member at any point in time, either (i) a positive amount equal to the net amount, if any, the Member would be entitled to receive or (ii) a negative amount equal to the net amount the Member would be required to pay or contribute to the LLC or to any third party, assuming, in each case, that (A) the LLC sold all of its assets for an aggregate purchase price equal to their aggregate Carrying Value (assuming for this purpose only that the Carrying Value of any asset that secures a liability that is treated as "nonrecourse" for purposes of Treasury Regulation Section 1.1001-2 is no less than the amount of such liability that is allocated to such asset in accordance with Treasury Regulation Section 1.704-2(d)(2)); (B) all liabilities of the LLC were paid in accordance with their terms from the amounts specified in clause (A) of this sentence; (C) any Member that was obligated to contribute any amount to the LLC pursuant to this Agreement or otherwise (including the amount a Member would be obligated to pay to any third party pursuant to the terms of any liability or pursuant to any guaranty, indemnity, or similar ancillary agreement or arrangement entered into in connection with any liability of the LLC) contributed such amount to the LLC; (D) all liabilities of the LLC that were not completely repaid pursuant to clause (B) of this sentence were paid in accordance with their terms from the amounts specified in clause (C) of this sentence; and (E) the balance, if any, of any amounts held by the LLC was distributed.

"Transfer" and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way (whether voluntarily, involuntarily or by operation of law) as to any interest as a Member. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from death, incompetency, Bankruptcy, liquidation and dissolution.

"Treasurer" shall mean the person occupying the office of Treasurer (as provided in Section 6.04) of the Cooperative at any time, or from time to time.

"Voluntary Loan" shall mean a loan made pursuant to Section 3.05 of this Agreement.

ARTICLE II
General

2.01 *Name of the Limited Liability Company*. The name of the limited liability company formed hereby is Greenjeans Farms, LLC. The name of the LLC may be changed at any time, or from time to time, with the approval of the Board of Managers and the Consent of the Members.

2.02 *Office of the Limited Liability Company; Agent for Service of Process*. The address of the principal office of the LLC for purposes of the Act is 4 Old Sawmill Rd, Holliston, MA 01746. The name and address of the resident agent for service of process for the LLC is Registered Agents, Inc., 82 Wendell Ave, Ste 100, Pittsfield, MA 01201. The Board of Managers may establish places of business of the LLC within and without the Commonwealth of Massachusetts, as and when required by the LLC's business and in furtherance of its purposes set forth in Section 2.04 hereof, and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. The Board of Managers may cause the LLC to change, from time to time, its resident agent for service of process, or the location of its registered office in Massachusetts, *provided, however*, that the Board of Managers shall promptly notify all Members in writing of any such change.

2.03 *Organization*. The Board of Managers shall cause to be filed such certificates and documents as may be necessary or appropriate to comply with the Act and any other applicable requirements for the operation of a limited liability company in accordance with the laws of the Commonwealth of Massachusetts and any other jurisdictions in which the LLC shall conduct business, and shall continue to do so for so long as the LLC conducts business therein.

2.04 *Purposes and Powers*. The general character of the business of the LLC, as set forth in the Certificate, is to engage in the business of cannabis cultivation as licensed by the Massachusetts Cannabis Control Commission, and hemp cultivation as permitted by Massachusetts; and to engage in any activities directly or indirectly related or incidental thereto.

Subject to all other provisions of this Agreement, in furtherance of the conduct of its business, the LLC is hereby authorized to do as follows:

(a) to enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind, including operating agreements of limited liability companies (whether as a member or manager), joint venture agreements, limited partnership and general partnership agreements, contracts with Affiliates

and including other contracts establishing business arrangements or organizations, necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC;

(b) to borrow money and issue evidences of indebtedness or guarantees in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgages, pledges or other liens on the property of the LLC;

(c) to the extent that funds of the LLC are available therefor, to pay all expenses, debts and obligations of the LLC;

(d) to enter into or engage in any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the LLC, so long as said activities may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts; and

(e) to take any other action not prohibited under the Act or other applicable law.

The LLC shall operate on a cooperative basis and shall be guided by the seven cooperative principles:

(1) Voluntary and open membership
(2) Democratic member control
(3) Member economic participation
(4) Autonomy and independence
(5) Education, training and information
(6) Cooperation among cooperatives
(7) Concern for community

2.05 *Members*. The Members of the Cooperative are identified on *Schedule A* hereto. Additional Members may be admitted to the Cooperative pursuant to and in accordance with this Agreement.

(a) *Eligibility for Membership.* Only persons or entities engaged as producers of cannabis and/or hemp ("Crops"), including lessees and tenants of land used for growing Crops, and lessors receiving as rent all or part of such Crops raised on any leased premises, and who otherwise meet the qualifications for membership established by the Board of Managers and the Cannabis Control Commission shall be eligible for membership in the Cooperative.

(b) *Representative Membership*. A member other than a natural person may be represented by a natural person as a duly designated agent for such member under such written authorization as may be prescribed by, and filed with, the Cooperative. Any such person while so acting in such representative capacity, shall be entitled to have and to exercise all rights, privileges and authority of membership in the Cooperative, including the right to hold office as a director.

(c) *Membership Agreement, Enforceability*. Any applicant eligible for membership as provided in this Agreement shall become a Member upon acceptance for membership by the Cooperative and upon execution and delivery of a Membership Agreement in such form as may from time to time be approved and adopted by the Board of Managers. Each Member severally shall agree to be bound and abide by all the terms, covenants and conditions of such agreement, by all the terms and provisions of this Operating Agreement and Certificate of Organization of the Cooperative as they now exist and may be amended hereafter, and by all the rules, regulations and Board-approved policies as they now exist and may be adopted and amended hereafter.

(d) *Nontransferability of Membership*. Except as otherwise provided in this Agreement, membership shall not be assigned, transferred, alienated or encumbered in any manner or by any means whatsoever, either voluntarily, by operation of law or otherwise.

(e) *Termination of Membership*; *Withdraw*. Except as otherwise provided in this Agreement, the membership of a person shall be automatically terminated upon the occurrence of any of the following:

   a. death of an individual member;
   b. effective cessation of business, commencement of bankruptcy proceedings, appointment of receiver or trustee or dissolution of a member which is an entity;
   c. cessation of such member being eligible as: (i) a member under the applicable provisions of the law of the Commonwealth of Massachusetts or the regulations of the Cannabis Control Commission; (ii) member pursuant to any provision of the Certificate of Organization or Operating Agreement;
   d. termination of the Membership Agreement between the Cooperative and the Member in accordance with terms of the Membership Agreement; or
   e. after due notice and an opportunity to be heard, expulsion of the Member for failure to comply with the Certificate of Organization, Operating Agreement, the terms of the Membership Agreement, the rules and regulations of the Cooperative, or for any other cause which the Board of Managers in its reasonable discretion deems sufficient.

(f) *General Property Rights and Interests Have No Value*. In the event of termination of membership prior to the dissolution or the merger, reorganization or consolidation of the Cooperative, irrespective of how terminated, other than the allocated but unpaid patronage distributions made to such member, the Cooperative shall not be liable for the payment of any amount whatsoever as or for the value of any general property rights and interests in the Cooperative of the member whose membership is terminated. Each member is received into membership upon the express agreement on the part of the member to that effect and upon the express conditions that the value of the property rights and interests of each member in the general property of the Cooperative (prior to dissolution or such merger, reorganization or consolidation) is nothing and such member shall not be entitled to anything as or for the value of such property rights and interests.

(g) *Voting Power*. Each member shall have one, and only one, vote.

2.06 *Designation of Managers*. The persons identified on *Schedule A* hereto as "Managers" are currently serving as the managers of the Cooperative. Managers shall be elected by the Members in accordance with the provisions of Section 6.02, below. Any Manager may withdraw or be removed as a manager of the Cooperative and other persons may be added or substituted as Managers, only in the manner specified in Section 6.02, below.

2.07 *Managers as Members*. Any Manager may hold an interest in the Cooperative as a Member, and such person's rights and interest as a Manager shall be distinct and separate from such person's rights and interest as a Member.

2.08 *Liability of Members*. The liability of the Members for the losses, debts and obligations of the Cooperative shall be limited to the Members' capital contributions, *provided, however*, that under applicable law, the Members may, under certain circumstances, be liable to the Cooperative to the extent of previous distributions made to them in the event that the Cooperative does not have sufficient assets to discharge its liabilities. Without limiting the foregoing, (i) no Member in his, her or its capacity as a Member (or, if applicable, as a Manager) shall have any liability to restore any negative balance in his, her or its Capital Account; and (ii) the failure of the Cooperative to observe any formalities or requirements relating to exercise of the Cooperative's powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the Cooperative.

2.09 *Notices of Default*. No Member or Manager shall have any obligation to give notice of an existing or potential default of any obligation of the Cooperative to any of the Members, nor shall any Member or Manager be obligated to make any capital contributions or loans to the Cooperative, or otherwise supply or make available any funds to the Cooperative, even if the failure to do so would result in a default of any of the Cooperative's obligations or the loss or termination of all or any part of the Cooperative's assets or business.

2.10 *Investment Representations*. Each Member, by execution of this Agreement or an amendment hereto reflecting such Member's admission to the LLC, hereby represents and warrants to the LLC the following.

(a) It is acquiring an interest in the LLC for its own account for investment only, and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act, or any rule or regulation thereunder.

(b) It understands that (i) the interest in the LLC it is acquiring has not been registered under the Securities Act or applicable state securities laws and cannot be resold unless subsequently registered under the Securities Act and such laws, or unless an exemption from such registration is available; (ii) such registration under the Securities Act and such laws is unlikely at any time in the future and neither the LLC nor the Members or Managers are obligated to file a registration statement under the Securities Act or such laws; and (iii) the assignment, sale, transfer, exchange or other disposition of the interests in the LLC is restricted in accordance with the terms of this Agreement.

(c) It has had such opportunity as it has deemed adequate to ask questions of and receive answers from representatives of the LLC concerning the LLC, and to obtain from representatives of the LLC such information that the LLC possesses or can acquire without unreasonable effort or expense, as is necessary to evaluate the merits and risks of an investment in the LLC.

(d) It has, either alone or with its professional advisers, sufficient experience in business, financial and investment matters to be able to evaluate the merits and risks involved in investing in the LLC and to make an informed investment decision with respect to such investment.

(e) It can afford a complete loss of the value of its investment in the LLC and is able to bear the economic risk of holding such investment for an indefinite period.

(f) If the Member is an entity, (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) it has full organizational power to execute

and deliver this Agreement and to perform its obligations hereunder; (iii) its execution, delivery and performance of this Agreement have been authorized by all requisite action on behalf of the entity; and (iv) it has duly executed and delivered this Agreement.

2.11 *Tax Status Elections.* The Cooperative elects to be taxed as a corporation. The Board of Managers may elect to change the tax status at any time based on change in federal tax law, professional advice, or other good cause. The Board of Managers, with consent of the Members, may amend this Agreement as appropriate for any elected tax status, including tax treatment under Subchapter T.

ARTICLE III
Capital Contributions; Additional Financing

3.01 *Capital Accounts*. For each Member (and each permitted assignee), the LLC shall establish and maintain a separate Capital Account.

3.02 *Capital Contributions*.

(a) Each Member has contributed to the capital of the LLC the amount set forth opposite his, her or its name on *Schedule A*, attached hereto.

3.03 *No Withdrawal of or Interest on Capital*. Except as otherwise provided in this Article III, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid any capital contributed by it or to receive any other payment in respect of its interest in the LLC, including, without limitation, as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

3.04 *Third-Party Loans*. In the event that the LLC requires additional funds to carry out its purposes, conduct its business, meet its obligations, or make any expenditure authorized by this Agreement, the LLC may borrow funds from such third-party lender(s) on such terms and conditions as may be acceptable to the Board of Managers.

3.05 *Voluntary Loans*. In the event the LLC requires additional funds to carry out its purposes, conduct its business, meet its obligations or make any expenditure authorized by this Agreement, and additional funds are not available from third parties pursuant to Section 3.04 on terms acceptable to the Board of Managers in its sole discretion, any Member may, but shall not be obligated to, loan such funds to the LLC. Any loan made pursuant to this Section 3.05 (a "Voluntary Loan") shall be nonrecourse to the Members; shall be evidenced by a promissory note; shall not violate the LLC's other loan or contractual arrangements; shall bear interest, compounded monthly, at a rate of interest equal to the prime rate of interest announced from time to time by *The Wall Street Journal* shall be repaid out of the first funds available therefor after payment of LLC expenses to third parties and in any event prior to any distribution to any Member of distributable cash; and shall be due and payable in full on the fifth anniversary of the date on which any such loan is made.

ARTICLE IV
Operation on a Cooperative Basis

4.01 Cooperative Operation.

(a) The Cooperative shall be operated on a cooperative basis in carrying out its business within the scope of the powers and purposes defined in the Certificate of Organization. Accordingly, the net income of the Cooperative in excess of amounts credited by the Board of Managers to capital reserves shall be accounted for, allocated and distributed annually as provided in this Article IV. In determining the net income or net loss of the Cooperative or its allocation units, there shall be taken into account (i) the Cooperative's share of the net income or net loss of any unincorporated entity in which it owns an equity interest, (ii) patronage distributions distributed by other cooperatives of which it is a patron and (iii) to the extent determined by the Board of Managers, the Cooperative's share of the undistributed net income or net loss before tax of any corporation or other entity in which it owns an equity interest.

(b) Each transaction between the Cooperative and each Member shall be subject to and shall include as a part of its terms each provision of the Certificate of Organization and this Agreement, whether or not the same be expressly referred to in said transaction. Each Member for whom the Cooperative markets or procures goods or services shall be entitled to the net proceeds arising out of said transaction as provided in this Article IV.

4.02 Net Proceeds.

(a) The Net Proceeds for each fiscal year shall be:

(1) the gross revenues from Patronage Business conducted by the Cooperative before reduction for payments to members,

(2) less expenses and costs of goods or services directly attributable or apportioned to goods or services marketed or procured by the Cooperative,

(3) less net income from Patronage Business that is credited to the capital reserve.

Expenses and costs of goods or services shall include without limitation such amounts of depreciation, cost depletion and amortization as may be appropriate, amounts incurred for the promotion and encouragement of cooperative organization, and taxes other than federal income taxes. Such net income or net loss shall be subject to adjustment as provided in this Article relating to losses.

(b) Allocation of Net Proceeds. The net income from Patronage Business for each fiscal year shall be allocated among the Members in the ratio that the quantity or value of the business one with or for each such Member during such fiscal year bears to the quantity or value of the business done with or for all Members. The Board of Managers may, in its sole discretion, allocate preferences among the Members.

(c) Upon the occurrence of an event of unusual or extraordinary income or loss (examples include, but are not limited to, the sale of a major asset at a significant gain or loss, or the resolution of a lawsuit with significant receipt or payment of funds), the Board of Managers may create a separate pool for that income or loss, and allocate that pool to a subset of members that in the judgment of the Board of Managers should appropriately share in that income or bear that loss. The Board of Managers will provide reasonable notice to the Members of any such allocation.

(d) Net Proceeds Payments. The Net Proceeds allocated to a Member pursuant to this Section 4.02 may be distributed annually or more often to such Member on an interim or final basis.

(e) Forms of Net Proceeds Payments. The Net Proceeds shall be distributed in cash and non-cash form as determined by the Board of Managers. Non-cash forms include written evidences of equity, book credits, certificates of indebtedness, and other securities of the Cooperative and otherwise, or any combination thereof designated by the Board of Managers.

4.03 Treatment of Patronage Losses.

(a) If there is a net loss in any fiscal year from Patronage Business, the Cooperative may take one or more of the following actions:
    a. Offset all or part of such net loss against the net income of other pools or allocation units, if any, for such fiscal year to the extent allowed by law;
    b. Establish accounts receivable from Members that may be satisfied out of any future amounts that may become payable by the Cooperative to each such Member;
    c. Carry all or part of the loss forward to be charged against future net income of the allocation unit that incurs the loss;
    d. Offset all or part of such net loss against the capital reserve; and/or
    e. Cancel allocated non-cash patronage distributions.

(b) The future net proceeds of an allocation unit that incurs a net loss may be reduced by part or all of such net loss that was offset against the retained earnings or against the net proceeds of another allocation unit and may be used to restore the retained earnings or to increase the future net proceeds of such other allocation unit; provided that reasonable notice of the intent to do so is given to the Members of the loss unit.

(c) Board Discretion. The provisions of this Section 4.03 shall be implemented by the Board of Managers, having due consideration for all of the circumstances which caused the net loss, in a manner that it determines is both equitable and in the overall best interest of the Cooperative.

(d) No Assessments Against Members. There shall be no right of assessment against Members for the purpose of restoring impairments to capital caused by net losses.

4.04 *Capital Reserve.* The Board of Managers shall cause to be created a capital reserve that is not allocated to Members and, except as otherwise provided in this agreement, shall annually add to the capital reserve the sum of the following amounts:

(a) The annual net income of the Cooperative attributable to nonpatronage business;

(b) An amount not to exceed twenty percent (20%) of Net Proceeds, provided that a determination as to a specific amount is determined prior to the first day of any fiscal year, and further that the amount is set at ten percent (10%) for any fiscal year for which the Board of Managers does not make a determination prior to the first day of such year. The discretion to credit Net Proceeds to a capital reserve shall be reduced or eliminated with respect to the Net Proceeds of any period following the adoption of a Board of Managers resolution that irrevocably provides for such reduction or elimination with respect to such period.

(c) Amounts carried in the capital reserve and not allocated to the Members may be so allocated by the Board of Managers at any time.

(d) Federal and state income taxes receivable from the Cooperative shall be charged to the capital reserve.

4.05 *Base Capital Plan.* The Board of Managers may from time to time approve and/or modify reasonable and equitable plans for financing the Cooperative.

ARTICLE V
Consent

5.01 *Member Consent.* Each person that hereafter applies for and is accepted to membership in the Cooperative, and each member of the Cooperative on the effective date of this Agreement who continues as a Member after such date shall, by such act alone, consent that the amount of any distributions with respect to the member's patronage occurring for fiscal years commencing on or after January 1, 2022, which are made in qualified written notices of allocation (as defined in Code § 1388(e)) and which are received by the Member from the Cooperative, will be taken into account and included in the member's income at their stated dollar amounts in computing gross

income in the manner provided in Code § 1385(a) in the taxable year in which such written notice of allocation is received by the member.

5.02 *Consent Notification to Members and Prospective Members*. Written notification of the adoption of this provision, a statement of its significance and a copy of the provision will be given separately to each member and prospective member before becoming a member of the Cooperative.

5.03 *Consent of Nonmember Patrons.* The Cooperative shall request that any nonmember patrons each provide written consent to include a qualified written notice of allocation in their gross income for federal income tax purposes if they are to receive or be allocated any such distribution or allocation. The Board of Managers shall have the discretion to require either a "consent in writing" type of consent or a "consent by qualified check" type of consent (as each term is defined by Code § 1388(c), as amended).

ARTICLE VI
Management

6.01 *Management of the Cooperative*. The business and affairs of the Cooperative shall be managed by or under the direction of a Board of Managers, who may exercise all of the powers of the Cooperative except as otherwise provided by law or this Agreement (including, without limitation, Section 6.07, below). In the event of a vacancy in the Board of Managers, the remaining Managers (except as otherwise provided by law) may exercise the powers of the full Board until the vacancy is filled.

All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Board of Managers, and the Members shall have no voting rights except as specifically provided in this Agreement.

Each Manager shall devote such time to the affairs of the Cooperative as may be reasonably necessary for performance by the Manager of his, her or its duties hereunder.

Specifically, but not by way of limitation, and subject to the provisions of Section 6.07, the Board of Managers shall be authorized in the name and on behalf of the Cooperative, to cause the Cooperative to do all things necessary or appropriate to carry on the business and purposes of the Cooperative, including, without limitation, the following:

(i) to acquire by purchase, lease, exchange or otherwise; and to sell, finance, refinance, encumber and otherwise deal with, any real or personal property;

(ii) to borrow money and issue evidences of indebtedness; or to guarantee loans and to secure the same by mortgage, deed of trust, pledge or other lien on any assets or property of the Cooperative; and to pay, prepay, extend, amend or otherwise modify the terms of any such borrowings;

(iii) to employ executive, administrative and support personnel in connection with the business of the Cooperative; and to pay salaries, expense reimbursement, employee benefits, fringe benefits, bonuses and any other form of compensation or employee benefit to such persons and entities, at such times and in such amounts as may be determined by the Board of Managers in its sole discretion, to provide executive, administrative and support services in connection with the business of the Cooperative;

(iv) to hire or employ such agents, employees, managers, accountants, attorneys,

consultants and other persons necessary or appropriate to carry out the business and operations of the Cooperative, and to pay fees, expenses, salaries, wages and other compensation to such persons;

(v) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, on such terms as it may determine and on such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the Cooperative;

(vi) to determine the appropriate accounting method or methods to be used by the Cooperative;

(vii) to cause the LLC to make or revoke any of the elections referred to in I.R.C. §§ 108, 704, 709, 754 and 1017 or any similar provisions enacted in lieu thereof, and in any other section of the I.R.C.;

(viii) to establish and maintain reserves for such purposes and in such amounts as it deems appropriate from time to time;

(ix) to pay all organizational expenses, and general and administrative expenses of the Cooperative;

(x) to deal with, or otherwise engage in business with, or provide services to and receive compensation therefor from, any person who has provided or may in the future provide any services to, lend money to, sell property to, or purchase property from the Cooperative, including, without limitation, any Member or Manager;

(xi) to engage in any kind of activity, and to perform and carry out contracts of any kind necessary to, in connection with or incidental to the accomplishment of the purposes of the Cooperative;

(xii) to pay any and all fees and to make any and all expenditures that the Board of Managers, in its sole discretion, deems necessary or appropriate in connection with the organization of the Cooperative, the offering and sale of membership interests in the Cooperative, the management of the affairs of the Cooperative, and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, fees, reimbursements and expenditures payable to a Member or Manager;

(xiii) to exercise all powers and authority granted by the Act to managers, except as otherwise provided in this Agreement;

(xiv) to cause the Cooperative and its properties and assets to be maintained and operated in such a manner as the Board of Managers may determine, subject, however, to obligations imposed by applicable laws or by any mortgage or security interest encumbering the Cooperative and such properties and assets from time to time, and by any lease, rental agreement or other agreement pertaining thereto;

(xv) to cause to be obtained and continued in force all policies of insurance required by any mortgage, lease or other agreement relating to the Cooperative's business or any part thereof, or determined by the Board of Managers to be in the best interests of the Cooperative;

(xvi) to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed on any of the assets of the Cooperative unless the same are contested by the Cooperative; and to perform any other act that the Board of Managers may deem necessary, convenient or desirable for the Cooperative or its business.

6.02 *Managers*.

(a) *Number, Election and Qualification*. The number of Managers who shall constitute the whole Board of Managers shall be determined by resolution of the Members or the Board of Managers, but in no event shall such number be less than two nor more than seven. Subject to the preceding sentence, the number of Managers may be decreased at any time, and from time to time, either by the Members or by a majority of the Managers then in office, but only to eliminate vacancies existing by reason of the death, resignation, removal or expiration of the term of one or more Managers.

> (i) *Classes of* Managers. The Board of Managers shall be and is divided into three classes, as nearly equal in number as possible, designated: Class I, Class II, and Class III. In case of increase or decrease, from time to time, in the number of Managers, the number of Managers in each class shall be apportioned as nearly equal as possible. No decrease in the number of Managers shall shorten the term of any incumbent Manager.

Managers need not be Members of the Cooperative. If a Manager is an entity Member, that Member shall designate an individual representative to serve as Manager. The number of members of the Board of Managers is hereby initially fixed at two, and the persons identified as "Managers" on *Schedule A*, hereto, are currently serving as the Managers.

Each person elected to serve as a Manager of the Cooperative shall sign this Agreement, or a counterpart hereof or amendment hereto, or other writing pursuant to which such person (i) acknowledges receipt of a copy of this Agreement, as amended and in effect as of the date of such writing; (ii) agrees that he or she is a party to and is bound by this Agreement, including the power of attorney set forth below; (iii) agrees to perform the duties of a Manager hereunder; and (iv) agrees to execute and deliver such additional agreements, instruments, certificates and documents, including, without limitation, an amendment to the Certificate, which may be necessary, appropriate or convenient to reflect the foregoing matters and the election of such person as a Manager of the Cooperative.

Upon the death, resignation, removal or expiration of the term of any Manager (a "Terminated Manager"), (i) such Terminated Manager shall have no further authority under this Agreement; (ii) such Terminated Manager shall have no further obligations or rights under this Agreement (except for liabilities and rights accruing prior to the date of death, resignation, removal or expiration of his or her term, such as, for example, rights to indemnification under Section 6.10 that relate to actions or omissions occurring during such person's service as a Manager), and (iii) no writing or instrument shall be required to be executed by the Cooperative or the Terminated Manager to reflect such cessation of service, except that the Terminated Manager (or his or her legal representative or attorney in fact, as provided in the following paragraph) shall execute and deliver any agreement, instrument, certificate or document, including an amendment to the Certificate that may be reasonably required to reflect that the Terminated Manager is no longer a Manager of the Cooperative.

Each person now or hereafter serving as a Manager of the Cooperative, by execution of this Agreement, an amendment hereto or an instrument acknowledging that such person is bound hereby, hereby constitutes and appoints each other person who may, from time to time, be serving as a Manager, and each of them acting singly, such Manager's agent and attorney in fact for the purpose of executing and delivering any and all agreements, instruments and other documents (including, without limitation, an amendment to the Certificate) as are necessary or appropriate to reflect that he, she or it is no longer a Manager of the Cooperative following the death, resignation, removal or expiration of the term of such Manager, which power of attorney is hereby agreed and acknowledged to be irrevocable, and shall survive the resignation, removal, expiration of the term, death, dissolution, bankruptcy or incapacity of any Manager until such time as the withdrawal of

such Manager from the Cooperative has been reflected by all necessary or appropriate agreements, instruments and other documents.

(b) Enlargement of the Board. Subject to Section 6.02(a), above, the number of Managers may be increased at any time, and from time to time, by the Members or by a majority of the Managers then in office.

(c) Tenure and Differential Votes. Each Manager shall serve for a term ending on the date of the third annual meeting following the annual meeting at which such Manager was elected; *provided, that* each director initially appointed to Class I shall serve for an initial term expiring at the Cooperative's first annual meeting of Members following the effectiveness of this provision (i.e., four years after the initial election); each Manager initially appointed to Class II shall serve for an initial term expiring at the Cooperative's second annual meeting of stockholders following the effectiveness of this provision (i.e., five years after the initial election); and each Manager initially appointed to Class III shall serve for an initial term expiring at the Cooperative's third annual meeting of stockholders following the effectiveness of this provision (i.e., six years after the initial election); *provided further*, that the term of each Manager shall continue until the election and qualification of a successor and be subject to such Manager's earlier death, resignation or removal.

Managers shall each have one vote as Managers. Managers who are also members shall have an additional vote, for a total of two votes. Managers who are also founders shall have an additional vote, for a total of two votes. Managers who are both members and founders shall have a total of three votes.

(d) Vacancies. Unless and until filled by the Members, any vacancy in the Board of Managers, however occurring, including a vacancy resulting from an enlargement of the Board, may be filled by vote of a majority of the Managers then in office, although less than a quorum, or by a sole remaining Manager. A Manager elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office, and a Manager, chosen to fill a position resulting from an increase in the number of Managers, shall hold office until the next annual meeting of Members and until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal.

(e) Resignation. Any Manager may resign by delivering his or her written resignation to the Cooperative at its principal office or to the President or Clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the occurrence of some other event.

(f) Regular Meetings. Regular meetings of the Board of Managers may be held without notice at such time and place, either within or without the Commonwealth of Massachusetts, as shall be determined from time to time by the Board of Managers, provided that any Manager who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board of Managers may be held without notice, immediately after and at the same place as the annual meeting of Members.

(g) Special Meetings. Special meetings of the Board of Managers may be held at any time and place, within or without the Commonwealth of Massachusetts, designated in a call by the President, two or more Managers, or by one Manager in the event that there is only a single Manager in office.

(h) Notice of Special Meetings. Notice of any special meeting of Managers shall be given to each Manager by the Clerk or by the officer or one of the Managers calling the meeting. Notice shall be duly given to each Manager (i) by giving notice to such Manager in person, phone, or email at least 24 hours in advance of the meeting; or (ii) by mailing written notice to the Manager's last known business or home address at least 72 hours in advance of the meeting. A notice or waiver of notice of a meeting of the Board of Managers need not specify the purpose of the meeting.

(i) Meetings by Telephone or Video Conference Calls. Managers, or any members of any committee designated by the Managers, may participate in a meeting of the Board of Managers or such committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

(j) Quorum. A majority of the total number of the whole Board of Managers shall constitute a quorum at all meetings of the Board of Managers. In the event that one or more of the Managers shall be disqualified to vote at any meeting, then the required quorum shall be reduced by one for each such Manager so disqualified, *provided, however*, that in no case shall less than one-third of the number so fixed constitute a quorum. In the absence of a quorum at any such meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice, other than announcement at the meeting, until a quorum shall be present.

(k) Action at Meeting. At any meeting of the Board of Managers at which a quorum is present, the vote of a majority of those present shall be sufficient to take any action unless a different vote is specified by law, the Certificate or this Agreement.

(l) Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Managers, or of any committee of the Board of Managers, may be taken without a meeting, if all members of the Board or committee, as the case may be, consent to the action in writing, and the written consents are filed with the minutes of proceedings of the Board or committee.

(m) Removal. Except as otherwise provided by the Act, any one or more or all of the Managers may be removed, with or without cause, by a majority of Members, except that the Managers elected by the holders of a particular class or series of Members may be removed without cause only by a vote of Members of such class or series.

(n) Committees. The Board of Managers may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the Managers of the Cooperative. The Board may designate one or more Managers as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members of the committee present at any meeting, and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Managers to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Managers and subject to the provisions of the Act, shall have and may exercise all the powers and authority of the Board of Managers in the management of the business and affairs of the Cooperative. Each such committee shall keep minutes and make such reports as the Board of Managers may from time-to-time request. Except as the Board of Managers may otherwise determine, any committee may make rules for the conduct of the committee's business, but unless otherwise provided by the Managers or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in this Agreement for the Board of Managers.

(o) *Compensation of Managers*. Managers may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the Board of Managers may from time to time determine. No such payment shall preclude any Manager from serving the Cooperative or any of its parent or subsidiary entities in any other capacity and receiving compensation for such service.

6.03 *Members*.

(a) Place of Meetings. All meetings of Members shall be held at such place within or without the Commonwealth of Massachusetts as may be designated from time to time by the Board of Managers

or the President or, if not so designated, at the registered office of the Cooperative.

(b) Annual Meeting. There shall be held an annual meeting of Members for the election of Managers and for the transaction of such other business as may properly be brought before the meeting. Such annual meeting shall be held on a date to be fixed by the Board of Managers or the President (which date shall not be a legal holiday in the place where the meeting is to be held) at the time and place to be fixed by the Board of Managers or the President, and stated in the notice of the meeting. If no annual meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu of the annual meeting, and any action taken at that special meeting shall have the same effect as if it had been taken at the annual meeting, and, in such case, all references in this Agreement to the annual meeting of the Members shall be deemed to refer to such special meeting.

(c) (Intentionally left blank)

(d) Special Meetings. Special meetings of Members may be called at any time by the President or by the Board of Managers. Business transacted at any special meeting of Members shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

(e) Notice of Meetings. Except as otherwise provided by law, written notice of each meeting, whether annual or special, of Members, shall be given not less than 10 nor more than 60 days before the date of the meeting to each Member entitled to vote at such meeting. The notices of all meetings shall state the place, date and hour of the meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If mailed, notice is deemed given when deposited in the U.S. mail, postage prepaid, directed to the Member at his or her address as it appears on the records of the Cooperative.

(f) Voting List. The officer who has charge of the membership ledger of the Cooperative shall prepare, at least 10 days before every meeting of Members, a complete list, arranged in alphabetical order, of the Members entitled to vote at the meeting. Such list shall be open to the examination of any Member for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, at a place within the city where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time of the meeting, and may be inspected by any Member who is present.

(g) Quorum. Except as otherwise provided by law, the Certificate or this Agreement, two-thirds (2/3) of the total number of Members shall constitute a quorum at a meeting. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, *provided* that any action taken reflects consensus of, or when voting is called for, approval of, at least seventy-five percent (75%) of the members required to constitute a quorum.

(h) Adjournments. Any meeting of Members may be adjourned to any other time and to any other place at which a meeting of Members may be held under this Agreement by the Members present or represented at the meeting and entitled to vote, although less than a quorum; or, if no Member is present, by any officer entitled to preside at or to act as Clerk of such meeting. It shall not be necessary to notify any Member of any adjournment of less than 30 days if the time and place of the adjourned meeting are announced at the meeting at which adjournment is taken unless, after the adjournment, a new record date is fixed for the adjourned meeting. At the adjourned meeting, the Cooperative may transact any business that might have been transacted at the original meeting.

(i) Voting and Proxies. Each Member of record shall be entitled to vote at a meeting of Members, or to express consent or dissent to Cooperative action in writing without a meeting. Voting by proxy shall not be permitted.

(j) Action at Meeting. When a quorum is present at any meeting, the Members representing a majority of the total of all Members entitled to vote (or, if there are two or more classes of Members entitled to vote as separate classes, then in the case of each such class) shall decide any matter to be voted on by the Members at such meeting, except when a different vote is required by express provision of law, the Certificate or this Agreement.

(k) Action Without Meeting. Any action required or permitted to be taken at any annual or special meeting of Members of the Cooperative may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the Members having not less than the minimum of votes that would be necessary to authorize or take such action at a meeting at which all Members to vote on such action were present and voted. Prompt notice of taking an action without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

(l) Record Date. The Board of Managers may fix in advance a date as a record date for the determination of the Members entitled to notice of or to vote at any meeting of Members or to express consent (or dissent) to Cooperative action in writing without a meeting, or entitled to receive payment of any distribution or allotment of any rights in respect of any change, conversion or exchange of interests, or for the purpose of any other lawful action. Such record date shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 10 days after the date of adoption of a record date for a written consent without a meeting, nor more than 60 days prior to any other action to which such record date relates.

If no record date is fixed, the record date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the day before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held. The record date for determining Members entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Managers is necessary, shall be the day on which the first written consent is properly delivered to the Cooperative. The record date for determining Members for any other purpose shall be at the close of business on the day on which the Board of Managers adopts the resolution relating to such purpose.

A determination of Members of record entitled to notice of or to vote at a meeting of Members shall apply to any adjournment of the meeting, *provided, however*, that the Board of Managers may fix a new record date for the adjourned meeting.

6.04 *Officers*.

The Board of Managers may, from time to time, elect or designate officers of the Cooperative, who shall have such titles, authority, and such duties as the board may, from time to time, determine, and each of whom shall serve at the pleasure of the board. The officers may consist of a President, a Treasurer, a Secretary, or other officers or agents as may be elected or appointed by the Board. The Board may provide rules for the appointment, removal, supervision and compensation of such officers, the scope of their authority, and any other matters relevant to the positions. The officers shall act in the name of the Company and shall supervise its operation, within the scope of their authority, under the direction and management of the Board. Any action taken by a duly authorized officer, pursuant to authority granted by the Board in accordance with this Agreement, shall constitute the act of and serve to bind the Cooperative.

6.05 (*Intentionally left blank*)

6.06 (*Intentionally left blank*)

6.07 *Member Approval Requirements*. Notwithstanding the provisions of Section 6.01 or any other provision of this Agreement to the contrary, without the prior written Consent of the Members, the

Board of Managers shall not cause the Cooperative to (and the Cooperative shall not) sell all or substantially all of the assets of the Cooperative.

6.08 (*Intentionally left blank*)

6.09 *Contracts with Members*. Subject to the approval of a majority in number of disinterested Managers in each case, the Cooperative may engage in business with, or enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the Cooperative of goods, services or space with any Member or Affiliate of a Member, and may pay compensation in connection with such business, goods, services or space, provided in each case that the amounts payable thereunder are reasonably comparable to those that would be payable to unaffiliated persons under similar agreements; and, if the Board of Managers determines in good faith that such amounts are so comparable, such determination shall be conclusive absent manifest error.

6.10 *Indemnification and Exculpation*.

(a) No Manager or its Affiliates shall have any liability to the Cooperative or to any Member for any loss suffered by the Cooperative that arises out of any action or inaction of any Manager or its Affiliates if such Manager or its Affiliates, as the case may be, in good faith, determined that such course of conduct was in the best interests of the Cooperative and such course of conduct did not constitute gross negligence or willful misconduct of such Manager or its Affiliates.

(b) The Members' respective obligations to each other are limited to the express obligations described in this Agreement, which obligations the Members shall carry out with ordinary prudence and in a manner characteristic of businesspersons in similar circumstances. No Member shall be a fiduciary of or have any fiduciary obligations to the other Members in connection with the Cooperative or this Agreement or such Member's performance of its obligations under this Agreement, and each Member hereby waives to the fullest extent permitted by applicable law any rights it may have to claim any breach of fiduciary obligation under this Agreement or in connection with the Cooperative.

(c) Each Member, Manager and its Affiliates shall be indemnified by the Cooperative against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it with respect to actions taken by such Member, Manager or its Affiliates on behalf of the Cooperative, provided that no indemnification shall be provided for any person with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interest of the Cooperative. Without limiting the foregoing, the Board of Managers may elect (on a case-by-case basis) to permit such indemnification to include payment by the Cooperative of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated not to be entitled to indemnification under this Section 6.10, which undertaking may be accepted without reference to the financial ability of such person to make repayment. Any indemnification to be provided hereunder may be provided even if the person to be indemnified is no longer a Member, Manager or an Affiliate of a Manager.

(d) Any indemnity under this Section 6.10 shall be paid from, and only to the extent of, Cooperative assets, and no Member shall have any personal liability on account thereof. The Cooperative shall not incur the cost of that portion of any insurance, other than public liability insurance, which insures any party against any liability as to which such party is herein prohibited from being indemnified.

6.11 *Other Activities*.

(a) Except as provided in Section 6.11(b), below, the Members, Managers and any Affiliates of any of them, may engage in and possess interests in other business ventures and investment

opportunities of every kind and description, independently or with others, including serving as directors, officers, stockholders, managers, members and general or limited partners of corporations, partnerships or other limited liability companies with purposes similar to those of the Cooperative. Neither the Cooperative nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

(b) No Member or Manager, nor any Affiliate of any Member or Manager (either individually, collectively or with others) shall, without the prior Consent of the other Members, conduct any cannabis business (as a licensee, owner, or person of direct or indirect control) that competes with the business of the Cooperative or any portion thereof within the Commonwealth of Massachusetts, at any time during the term of the Cooperative.

6.12 *Dispute Resolution*

The Members agree that in the event of any dispute or disagreement solely between or among any of them arising out of, relating to or in connection with this Agreement or the Cooperative or its organization, formation, business or management ("**Member Dispute**"), the Members shall use their best efforts to resolve any Member Dispute by good faith negotiation and mutual agreement. The Members shall meet at a mutually convenient time and place to attempt to resolve any such dispute. However, in the event that the Members are unable to resolve any Member Dispute, such parties shall first attempt to settle such dispute through a non-binding mediation proceeding. In the event any party to such mediation proceeding is not satisfied with the results thereof, then any unresolved disputes shall be finally settled in accordance with an arbitration proceeding. In no event shall the results of any mediation proceeding be admissible in any arbitration or judicial proceeding.

ARTICLE VII
Fiscal Matters

7.01 *Books and Records*.

The Board of Managers shall keep or cause the Treasurer to keep complete and accurate books and records of the Cooperative in accordance with federal income tax principles and otherwise in accordance with generally accepted accounting principles consistently applied, which shall be maintained and be available, in addition to any documents and information required to be furnished to the Members under the Act, at the office of the Cooperative for examination and copying by any officer, Member or Manager, or his, her or its duly authorized representative, at its reasonable request and at its expense during ordinary business hours. A current list of the full name and last known address of each officer, Member and Manager; a copy of this Agreement and any amendments thereto; the Certificate, including all certificates of amendment thereto; executed copies of all powers of attorney, if any, pursuant to which this Agreement, any amendment, the Certificate or any certificate of amendment has been executed; and copies of the Cooperative's financial statements and federal, state and local income tax returns and reports, if any, for the three most recent fiscal years, shall be maintained at the registered office of the Cooperative required by Section 5 of the Act.

The Cooperative shall have no obligation to deliver or mail a copy of the Certificate or any amendment thereto to the Members.

7.02 *Reports*. Within 120 days after the end of each fiscal year, the Board of Managers shall cause to be prepared and sent to all Members such reports as the Board of Managers may determine to be reasonable. Within 90 days after the end of each fiscal year, the Board of Managers shall furnish (or cause to be furnished) to all Members with such information as may be needed to enable the Members to file their federal income tax returns and any required state income tax return. The cost

of all such reporting shall be paid by the Cooperative as an Cooperative expense. Any Member may, at any time, at its own expense, cause an audit of the Cooperative books to be made by a certified public accountant of its own selection. All expenses incurred by such accountant shall be borne by such Member.

7.03 *Bank Accounts*. The Board of Managers or the Treasurer shall be responsible for causing one or more accounts to be maintained in a bank (or banks), which accounts shall be used for the payment of the expenditures incurred by the Board of Managers and the officers in connection with the business of the Cooperative, and in which shall be deposited any and all cash receipts of the Cooperative. All deposits and funds not needed for the operations of the Cooperative may be invested in such investments as the Board of Managers may approve. All such amounts shall be and remain the property of the Cooperative, and shall be received, held and disbursed by the Board of Managers (or the Treasurer or such other officers of the Cooperative, as authorized by the Board of Managers) for the purposes specified in this Agreement. There shall not be deposited in any of said accounts any funds other than funds belonging to the Cooperative, and no other funds shall in any way be commingled with such funds. Withdrawals from any Cooperative bank or similar account shall be made and other activity conducted on such signature or signatures as shall be approved by the Board of Managers.

7.04 *Fiscal Year*. The fiscal year of the Cooperative shall end on December 31 of each year [unless I.R.C. § 706 requires the use of a different taxable year in which case the fiscal year shall be the same as such taxable year]; provided, however, that the last fiscal year of the Cooperative shall end on the date the Cooperative liquidates.

7.05 *Tax Matters Representation*.

(a) If applicable, Julie Beauchemin shall be the LLC's initial Partnership Representative for each taxable year of the LLC. The Board of Managers may revoke the designation of the Partnership Representative and designate a replacement Partnership Representative at any time. If the Person designated as the Partnership Representative is an entity, to the extent required by applicable Treasury Regulations, such Person shall designate an individual (a "Designated Individual") who meets the eligibility requirements for a Partnership Representative (as set forth in the applicable Treasury Regulations) to act as the sole individual through whom the Partnership Representative will act in fulfilling its role as the Partnership Representative.

(b) The Partnership Representative shall have the sole authority to act on behalf of the LLC for purposes of subchapter C of Chapter 63 of the I.R.C. and comparable provisions of state or local income tax laws; provided, however, that if the designation of any Person as the Partnership Representative is properly revoked in accordance with this Agreement, such Person shall not take any action as the Partnership Representative and shall not allow its Designated Individual (if applicable) to take any action in such capacity without the express written consent of the Board of Managers notwithstanding that such revocation is not immediately effective under applicable Treasury Regulations. The rights, duties and obligations of the Partnership Representative shall include:

(i) Keeping all Members reasonably apprised of all material activities and developments in connection with any audit or administrative proceeding with any tax authority and any judicial proceedings related to taxes.

(ii) Unless otherwise approved by the Board of Managers, causing the LLC to timely elect pursuant to I.R.C. § 6226 to have any and all Imputed Underpayments determined with respect to the LLC passed through to the Persons who were Members during the Reviewed Year and to make a similar election pursuant to Proposed Regulation § 301.6226-2(e) (or successor provision) to have any Partnership Adjustment that was passed through to the LLC from an entity in which the LLC held an interest passed through to the Persons who were Members

during the relevant Reviewed Year.

(iii) Upon a timely request of any Person who was a Member during an applicable Reviewed Year, requesting a modification of any of such Person's share (or the share of any pass-through direct or indirect equity owner of such Person) of any Imputed Underpayment determined with respect to such year in accordance with I.R.C. § 6225(c) and using reasonable efforts to cause such request to be approved by the Internal Revenue Service.

(iv) Initiating and pursuing a request for an administrative adjustment with respect to one or more items of income, gain, loss, deduction or credit of the LLC in accordance with Treasury Regulation I.R.C. § 301.6227-1.

(c) To the extent allowable under subchapter C of Chapter 63 of the I.R.C., the amount of any Imputed Underpayment or of any Partnership Adjustment that does not give rise to an Imputed Underpayment shall be apportioned among the Members of the LLC for the taxable year in which the adjustment is finalized in such manner as may be necessary (as determined by the Partnership Representative in good faith) so that, to the maximum extent possible, the tax and economic consequences of the Imputed Underpayment or Partnership Adjustment and any associated interest and penalties are borne by the Members and former Members based upon their interests in the LLC for the Reviewed Year and any modification of an Imputed Underpayment in accordance with Section 7.05(b)(iii) is credited to the responsible Member or such Member's successor in interest. In furtherance of such objective, if the LLC is required to pay an Imputed Underpayment, each Person who was a Member during an applicable Reviewed Year shall pay to the LLC within ten (10) days of the receipt of written notice of the amount due, an amount equal to the sum of (A) the rate of tax used to determine the Imputed Underpayment multiplied by the allocable share of the associated Partnership Adjustment that such Person would have had in the Reviewed Year had the Partnership Adjustment been included in the LLC's tax return for such year and (B) a corresponding portion of any interest and penalties paid or payable by the LLC; provided, however, that the amount so payable by a Member shall be reduced to reflect any reduction in such Member's share of any Imputed Underpayment as a result of any modification of such amount obtained in accordance with I.R.C. § 6225(c). In lieu of such payment, the LLC may elect to pay all or a portion of the Imputed Underpayment from other sources and withhold the amount a Member (or such Person's predecessor in interest) would otherwise have been obligated to pay to the LLC from the amount of any distributions then to be made to such Member. In the event that a Person does not timely pay (or have withheld from its distributions) any amount due to the LLC pursuant to this subsection (c), the unpaid amount shall be treated as a demand loan that accrues interest at the prime rate published by the Wall Street Journal from time to time plus [3]% (compounded daily) from the date such payment was due, and the LLC shall be entitled to withhold all distributions from such Person and offset the withheld amounts against the amount due under the loan until the loan is repaid in full. Any amount withheld from a Member pursuant to this Section 7.05(c) shall be treated as a distribution to such Member at the time paid by the LLC (and shall reduce the amount of any distribution to which the Member is then entitled).

(d) The Members shall cooperate with the Partnership Representative and/or the LLC to implement the provisions of this Section 7.05. Such cooperation shall include, without limitation, (A) taking such action as may be necessary or desirable (as determined by the Partnership Representative) to allow the LLC to successfully elect pursuant to I.R.C. § 6226 for any Imputed Underpayments to be taken into account by the Members rather than the LLC and (B) facilitating an election by any direct or indirect equity owner of the Member to modify the amount of such owner's share of any Imputed Understatement in accordance with I.R.C. § 6225(c).

(e) The obligations of a Member pursuant to this Section 7.05 shall survive the dissolution of the LLC, the withdrawal of the Member or the transfer of such Member's interest in the LLC. In any tax jurisdiction that has not adopted rules similar to those contained in subchapter C of Chapter 63 of

the I.R.C. as enacted by the Bipartisan Budget Act of 2015 (as amended), the Managing Member (i) shall be the "tax matters partner" within the meaning of I.R.C. § 6231 as in effect prior to enactment of the Bipartisan Budget Act of 2015 if such jurisdiction is subject to rules similar to those in subchapter C of Chapter 63 of the I.R.C. as in effect prior to the Bipartisan Budget Act of 2015 or (ii) shall, to the extent allowable under applicable law, be granted the authority to conduct any tax proceeding in a manner similar to how such proceeding would have been conducted had subchapter C of Chapter 63 of the I.R.C. as in effect prior to the Bipartisan Budget Act of 2015 been applicable in such jurisdiction.

ARTICLE VIII

Transfers of Interests

8.01 *General Restrictions on Transfer of Interests by Members*.

(a) No Member may Transfer his, her or its interest in the Cooperative unless the Board of Managers (acting exclusive of any Manager that is, or is affiliated with, the Transferring Member) shall have previously approved such Transfer in writing, the granting or denying of which approval shall be in the Board's absolute discretion.

No assignment of the interest of a Member shall be made if, in the opinion of counsel to the Cooperative, such assignment (i) may not be effected without registration under the Securities Act; (ii) would result in the violation of any applicable state securities laws; or (iii) unless approved by the Board of Managers (acting exclusive of any Manager which is, or is affiliated with, the Transferring Member), would result in the treatment of the Cooperative as an association taxable as a corporation or as a "publicly traded limited partnership" for tax purposes. The Cooperative shall not be required to recognize any such assignment until the instrument conveying such interest has been delivered to the Board of Managers for recordation on the books of the Cooperative. Unless an assignee becomes a substituted Member in accordance with the provisions of Section 8.01(b), the assignee shall not be entitled to any of the rights granted to a Member hereunder, other than the right to receive all or part of the share of the, Net Profits, Net Losses, ,any items in the nature of income, gain, loss or deduction separately allocated to the Members, cash distributions or returns of capital to which his or her assignor would otherwise be entitled.

(b) An assignee of the interest of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if, and only if:

(i) the assignor gives the assignee such right;

(ii) the Board of Managers shall have consented to such substitution in writing, the granting or denying of which consent shall be in their absolute discretion;

(iii) the assignee pays to the Cooperative all costs and expenses incurred in connection with such substitution, including specifically, without limitation, costs incurred in the review and processing of the assignment and in amending the Cooperative's then current Certificate and/or Operating Agreement, if required; and

(iv) the assignee executes and delivers an Amendment to this Agreement (and to the Certificate, if required), which Amendment shall be executed by the President, Treasurer or other person authorized by the Board of Managers and by such assignee, and such other instruments, in form and substance satisfactory to the Board of Managers (acting exclusive of any Manager which is, or is affiliated with, the assigning Member), as may be necessary, appropriate or desirable to effect such substitution and to confirm the agreement of the assignee to be bound by the terms and provisions of this Agreement.

(c) The Cooperative, the Board of Managers and the officers of the Cooperative shall be entitled to treat the record owner of any Cooperative interest as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as a written assignment of such interest has been received and accepted by the Board of Managers and recorded on the books of the Cooperative. The Board of Managers may refuse to accept an assignment until the end of the next successive quarterly accounting period. In no event shall any membership interest, or any portion thereof, be sold, transferred or assigned to a minor or incompetent, and any such attempted sale, transfer or assignment shall be void and ineffectual and shall not bind the Cooperative or the Board of Managers.

8.02 *Transfers of Interests by Members Who Serve as Managers*.

(a) A Transfer or assignment of an interest by a Member-Manager shall transfer only the economic interest, rights, duties and obligations of the transferor in its capacity as a Member, and no transferee shall obtain, as a result of such Transfer or assignment, any rights as a Manager.

(b) A Member Manager who assigns or Transfers all (but not less than all) of his, her or its interest as a Member shall be deemed to have tendered his, her or its resignation as a Manager to the Board of Managers effective as of the date of such transfer or assignment. A majority of the Board of Managers, exclusive of the resigning member, may accept or reject such resignation. If accepted, the acceptance date shall be the effective date of the resignation. Failure to reject such resignation within 30 days after the tender thereof shall be deemed to constitute acceptance of such resignation.

8.03 *Restrictions as to Certain Matters*. Every Transfer of an interest of a Member of the Cooperative permitted by this Article VIII shall be subject to the following restrictions.

(a) No Transfer of any interest in the Cooperative may be made if such Transfer would cause or result in a breach of any agreement binding upon the Cooperative or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer. The Board of Managers may require as a condition of any Transfer that the transferor furnish an opinion of counsel, satisfactory to the Cooperative (both as to counsel and as to the substance of the opinion), that the proposed Transfer complies with applicable law, including federal and state securities laws, and does not cause the Cooperative to be an investment company as such term is defined in the Investment Company Act of 1940, as amended.

(b) Any person who acquires in any manner whatsoever an interest (or any part thereof) in the Cooperative, whether or not such person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the Cooperative as a Member as provided in Section 8.01(b), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest.

(c) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the Cooperative, and shall not bind, or be recognized by, or on the books of, the Cooperative, and any transferee or assignee in such transaction shall not be or be treated as or deemed to be a Member for any purpose. In the event any Member shall at any time Transfer an interest in the Cooperative in contravention of any of the provisions of this Agreement, then each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the provisions of this Agreement concerning such transactions.

ARTICLE IX
Miscellaneous

9.01 *Events Causing Dissolution*. The Cooperative shall be dissolved and its affairs wound up upon the following events:

(a) the sale or other disposition of all or substantially all of the assets of the Cooperative, unless the disposition is a transfer of assets of the Cooperative in return for consideration other than cash and the Board of Managers determines not to distribute all or substantially all of such non-cash items to the Members;

(b) subject to the provisions of Section 9.02, the death, insanity, expulsion, Bankruptcy or dissolution of a Member, except for a Transfer effected in accordance with the provisions of Article VIII;

(c) the election to dissolve the Cooperative made in writing by the Board of Managers with the Consent of the Members;

(d) any consolidation or merger of the Cooperative with or into any entity following which the Cooperative is not the resulting or surviving entity; or

(e) upon the occurrence of an event specified under the laws of the Commonwealth of Massachusetts as one effecting dissolution, except that where, under the terms of this Agreement or the Act, the Cooperative is not to terminate, then the Cooperative shall immediately be reconstituted and reformed on all the applicable terms, conditions and provisions of this Agreement.

9.02 *Continuation of the Cooperative*. Notwithstanding the occurrence of an event specified in Section 9.01(b), the Cooperative shall not be dissolved and its business and affairs shall not be discontinued, and the Cooperative shall remain in existence as a limited liability company under the laws of the Commonwealth of Massachusetts, if the remaining Members acting by Consent, elect within 90 days after such occurrence to continue the Cooperative and the Cooperative's business.

9.03 *Procedures on Dissolution*. Dissolution of the Cooperative shall be effective on the day on which occurs the event giving rise to the dissolution, but the Cooperative shall not terminate until the Certificate shall have been canceled and the assets of the Cooperative shall have been distributed as provided herein. Notwithstanding the dissolution of the Cooperative, prior to the termination of the Cooperative, as aforesaid, the business of the Cooperative and the affairs of the Members, as such, shall continue to be governed by this Agreement. The Board of Managers or a liquidator appointed by the Board of Managers, shall liquidate the assets of the Cooperative, apply and distribute the proceeds thereof as contemplated by this Agreement and cause the cancellation of the Certificate.

9.04 *Distributions upon Liquidation*.

(a) After payment of liabilities owing to creditors, the Board of Managers or such liquidator shall set up such reserves as it deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Cooperative. Said reserves may be paid over by the Board of Managers or such liquidator to a bank, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations, and, at the expiration of such period as the Board of Managers or such liquidator may deem advisable, such reserves shall be distributed to the Members or their assigns in the manner set forth in paragraph (b), below.

(b) After paying such liabilities and providing for such reserves, the liquidator shall cause the

remaining net assets of the Cooperative to be distributed to all Members with positive Capital Account balances (and if applicable, after such balances have been adjusted to reflect all debits and credits required by applicable Treasury Regulations under I.R.C. § 704(b) for all events through and including the distribution in liquidation of the Cooperative), in accordance with the general distribution provisions of this Agreement.

9.05 *Treatment of Members' Rights in the Event of a Merger, Reorganization or Consolidation*. In the event of a merger, reorganization o consolidation of the Cooperative or to which the Cooperative is a party, the property rights and interests of Members of the Cooperative shall be recognized and preserved in an equitable manner which corresponds in general to the property rights and interests of members recognized on dissolution of the Cooperative.

ARTICLE X
General Provisions

10.01 *Notices*. Except for notices of meetings of Managers and Members, notice of which shall be given in the manner provided in Sections 6.02(h) and 6.03(e), respectively, any and all notices under this Agreement shall be effective (a) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid; (b) on the first business day after being sent by express mail, or commercial overnight delivery service providing a receipt for delivery; (c) on the date of hand delivery; or (d) on the date actually received, if sent by any other method. Notices may also be sent by email for which the sending Party receives an affirmative confirmation that the email message has been completely transmitted without error (of which auto-replies are insufficient). Email messages received on any day that is not a business day, or after 5:00 p.m. local time on a business day, shall be deemed to have been delivered on the next business day. To be effective, all such notices shall be addressed, if to the Cooperative, at its registered office under the Act, and if to a Member or Manager, at the last address of record on the Cooperative books, and copies of such notices shall also be sent to the last address that is known to the sender for the recipient, if different from the address so specified.

10.02 *Word Meanings*. Words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole, and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

10.03 *Binding Provisions*. Subject to the restrictions on transfers set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, legal representatives, successors and assigns.

10.04 *Applicable Law*. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of the Commonwealth of Massachusetts, notwithstanding any rules regarding choice of law to the contrary.

10.05 *Counterparts*. This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.

10.06 *Separability of Provisions*. Each provision of this Agreement shall be considered separable. To the extent that any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make the

Agreement effective under the Act (and, if the Act is subsequently amended or interpreted in such manner as to make effective any provision of this Agreement that was formerly rendered invalid, such provision shall automatically be considered to be valid from the effective date of such amendment or interpretation).

10.07 *Section Titles*. Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

10.08 *Amendments*. Except as otherwise specifically provided in this Agreement, including, without limitation, in Section 2.05 and Article VIII, this Agreement may be amended or modified only by a writing approved by the Members, acting by Consent, and any such amendment may include, without limitation, an amendment providing for capital contributions from, distributions to, and allocations of Net Profits and Net Losses (and items thereof) to one or more additional classes of Members, provided that:

(a) no such amendment shall increase the liability of, increase the obligations of or disproportionately adversely affect the interest of, any Member without the specific approval of such Member (except that an amendment adopted pursuant to Section 2.05 may reduce a Member's interest in the Cooperative without such Member's specific approval);

(b) if any provision of this Agreement provides for the approval or consent of a greater number of Members, any amendment effectuated pursuant to such provision, and any amendment to such provision, shall require the approval or consent of such greater number of Members;

(c) no such amendment shall increase the liability of or increase the obligations of the Board of Managers without the prior approval of the Board of Managers; and

(d) subject to clauses (a), (b) and (c), above, any amendment to this Section 10.08 shall require the approval of not less than two-thirds of the Members.

10.09 *Third-Party Beneficiaries*. The provisions of this Agreement, including Article III, are not intended to be for the benefit of any creditor (other than a Member or Manager in his, her or its capacity as such, who is a creditor) or other person (other than a Member or Manager in his, her or its capacity as such) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the Cooperative or any of the Members or Managers. Moreover, notwithstanding anything contained in this Agreement, including, without limitation, Article III, no such creditor or other person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the Cooperative or any Member or Manager.

10.10 *Entire Agreement*. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. The Members and Managers hereby agree that each Member and each Manager shall be entitled to rely on the provisions of this Agreement, and no Member or Manager shall be liable to the Cooperative or any other Member or Manager for any action or refusal to act taken in good faith reliance on the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

[Signatures on following page]

MANAGERS:

Julie Beauchemin

Robert Beauchemin

MEMBERS:

Julie Beauchemin

Robert Beauchemin

[redacted]

Scott Hutkoski

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: 001478348

1. The exact name of the limited liability company is: GREENJEANS FARMS, LLC

2a. Location of its principal office:
No. and Street: 4 OLD SAWMILL ROAD
City or Town: HOLLISTON State: MA Zip: 01746 Country: USA

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

No. and Street: 4 OLD SAWMILL ROAD
City or Town: HOLLISTON State: MA Zip: 01746 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:
IN ORDER TO APPLY FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION ALONG WITH ANY LAWFUL PURPOSE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: REGISTERED AGENTS INC.
No. and Street: 82 WENDELL AVE.
STE 100
City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

I, REGISTERED AGENTS INC. 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

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

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

SOC SIGNATORY	JULIE MARIE BEAUCHEMIN	4 OLD SAWMILL ROAD HOLLISTON, MA 01746 USA

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

Title	**Individual Name** First, Middle, Last, Suffix	**Address** (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JULIE MARIE BEAUCHEMIN	4 OLD SAWMILL ROAD HOLLISTON, MA 01746 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of January, 2021,
JULIE MARIE BEAUCHEMIN

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

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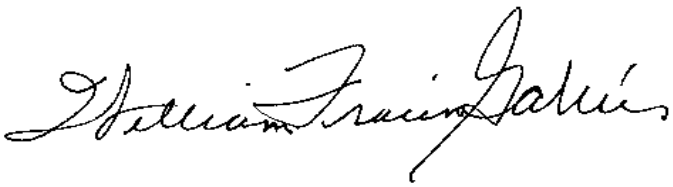
THE COMMONWEALTH OF MASSACHUSETTS

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:

January 06, 2021 10:17 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1106363072
Notice Date: November 29, 2021
Case ID: 0-001-322-150

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000028

GREENJEANS FARMS, LLC
4 OLD SAWMILL RD
HOLLISTON MA 01746-1474

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 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

Greenjeans Farms

Energy Compliance Plan

October 2021

Greenjeans Farms is committed to best industry practices for use of energy, water, waste disposal, and other common resources. Our business model focuses on using existing farm infrastructure and resources to the greatest extent possible. Greenjeans Farms will produce sun grown flower with a significantly lower carbon footprint than other cannabis cultivation facilities. Farmer Members will look to keep costs low in Year 1 with the ability to innovate and improve facilities in Year 2 and beyond.

Goals

Greenjeans Farms management team recognizes the following goals as it relates to energy efficiency and sustainability across our cultivation sites. These goals are to be implemented once the revenue to support them is generated in Year 1 and beyond:

- **Achieve 100% renewable energy utilization by 2024.** This will be done through creating a unique microgrid at each site where power and heat are supplied by solar panels and a battery storage system.
- **Prioritize using "green" vendors** with who have tangible energy efficiency goals.
- **Communicate energy efficiency goals** to security and transport partners to ensure that efficient equipment is proposed.
- **Create opportunities** for clean energy solutions when equipment fails.
- **Replace one (1) inefficient energy source** at each location at the end of each operational year.

Existing Conditions

At both grow locations, Whately and Belchertown, there are no grow lights proposed inside the greenhouses. Minimal electricity will be used for fans, thermostat controls, and security equipment. At Whately, 220V electric exists in each greenhouse to supply fans, controls, and cameras, and heat for the greenhouses will continue to be generated by a propane tank on site. Propane is a more efficient energy source and more dependable than electricity from the grid. Belchertown has no readily available energy source; a solution will need to be installed from scratch.

Monitoring Energy Consumption

At each location, management will monitor monthly electric bills and create an analysis at the end of each fiscal year. This analysis shall show the months with the most energy use.

Greenjeans Farms will look to curtail any unusually high energy use periods. However, we expect usage to be consistently low across all months since fans, controls, and cameras will run 24/7 during cultivation periods.

Energy Solutions
Greenjeans Farms will proactively install the following energy efficient solutions in Year 1:

- Motion-sensor lights and cameras (to eliminate unnecessary electric use)
- Sky lights or large windows for warehouses (to increase natural light sources)
- LED lights in warehouse and exterior security lighting (the most efficient lighting option)

For Greenjeans Farms sites that do not have existing electric service, such as Belchertown, we will install solar panels and battery system (behind-the-meter) to supply both electric and heat.

Annual Review
Greenjeans Farms will take the following steps to continuously monitor its energy consumption and eventually meet its 100% renewable energy goal:

- Organize an energy audit after the first year of operation and every year thereafter.
- Review Mass Save resources to understand available rebates and incentives.
- Keep a running list of old or outdated equipment that can be replaced with a more efficient technology.

Greenjeans Farms

Maintaining Financial Records

Greenjeans Farms' management and leadership will use the highest degree of care when it comes to storing sensitive financial information. Financial records shall be maintained in accordance with generally accepted accounting principles. To the extent possible, all financial records will be kept electronically and stored through a secure service like Quickbooks. Such financial records may include:

- Receipts
- Appraisals
- Payment agreements
- Purchase and sale agreements
- Invoices
- Wire transfer confirmations
- Account information
- Financial models such as cash flows, income statements, and balance sheets
- Tax forms
- Employee salary and wage information

Greenjeans Farms will value records as a means to improve operations, manage finances, assist internal and external audits, and provide the host community, Commission, or local law enforcement with information. Greenjeans Farms will maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. Records will be secured and backed up on an encrypted service to prevent tampering, theft, or destruction of records. Records will have safeguards against unauthorized erasures and changes in data after the information has been entered and verified by Greenjeans Farms.

All physical documents, such as transaction records, inventory records, security records, audit records, business records, financial records, and any other required records will be stored securely and electronically to provide the maximum level of security and compliance with all State and Federal document storage and confidentiality rules.

All records collected, with the exception of surveillance records, will be maintained for a minimum of four (4) years. All records and statements will be securely stored but easily accessible to all approved parties in the event that the host community or the Commission requests that documentation or records be provided in short time.

Since cannabis businesses may be targets of cyberattacks, Greenjeans Farms will take all necessary steps to protect the information of its employees, owners, board members, vendors, and other individuals who have shared sensitive information. Computer programs will be monitored, and a secure system installed by an authorized IT service. Only authorized personnel will have access to computers and no computer will be located near a window. Greenjeans Farms will limit the use of passwords to registered, authorized employees. Access to the security computer will be password protected. Management will be

required to safeguard this password by keeping it confidential and not writing it down in an area that could be accessed by others.

Greenjeans Farms

Diversity Plan

November 7, 2021

STATEMENT OF PURPOSE

To create and foster a learning work environment that is inclusive, empathetic, unbiased, and supportive of all people regardless of race, gender identity or expression, religion, nationality, heritage, age, disability, status, personal appearance, income, or any other affiliation. Greenjeans Farms is an organization that seeks out, embraces, and celebrates diverse experiences, lifestyles, and views. We shall create and maintain a safe and welcoming cooperative culture where all members are empowered to lead and drive positive change. We operate with the mindset that we are constantly striving to learn more and do better.

GOALS

We believe that having a diverse workforce is necessary to being an inclusive and innovative organization that brings long-term benefits to Massachusetts minority groups. Therefore, we pledge to pursue the following goals as it relates to hiring and operating.

Hiring

Greenjeans Farms will go above and beyond to reach candidates in Commission-approved areas of diversity for its open cultivation and management positions. Our hiring goals include:

1. **Hire and maintain a workforce that is at least 75% minorities, specifically:**
   - 25% of employees are women;
   - 25% of employees are veterans;
   - 10% of employees are people of color;
   - 10% of employees are LGBTQ+ people, and
   - 5% of employees are persons with disabilities.

2. **Maintain a leadership team and ownership that is at least 51% disenfranchised.**
   - At least 51% of Greenjeans Farms' ownership shall be women.
   - At least 51% of Greenjeans Farms' leadership team (meaning management and other employees who make strategic decisions) shall be:
     - 20% women,

- 15% people of color,
- 10% LGBTQ+ people,
- 5% veterans, and
- 1% persons with disabilities.

As a women-owned business, Greenjeans Farms takes great responsibility in providing workforce and career development opportunities to women and other disenfranchised populations.

Operating
Greenjeans Farms' goals around sustaining a diverse culture include:

1. **Maintaining a 90% or greater retention rate for all full time and part time employees.**

2. **Achieving a Net Promoter Score (NPS) with not less than 80% promoters.**

3. **Creating and maintaining equitable working conditions for all employees.**

4. **Offering career development opportunities at all levels.**

PROGRAMS AND STRATEGY
Greenjeans Farms will prepare to execute on the following action items and programs to meet its hiring and operating goals:

1. **Attend local career fairs annually**
    - Greenjeans Farms will contact MassHire's Greenfield, Northampton, Springfield, and Holyoke Centers, as well as the Holyoke Community College Kittredge Center for Business and Workforce Development, Berkshire Community College, and Mount Wachusett Community College to participate in job fairs where we will advertise job postings and internship opportunities.
        - Beginning in Year 1 of operations, Greenjeans Farms shall attend at least two (2) local job fairs annually, through one or more the above groups, to attract diverse candidates and spread awareness regarding industry opportunities.

➔ Contributes to Hiring Goal #1.

2. **Annual Internship Program**
    - Beginning in Year 2 of operations, Greenjeans Farms shall provide two (2) internship opportunities annually to diverse candidates. Internships may include the following:
        - Unpaid internship for candidates age 21+ pursuing school or academic credit
        - Paid internship for candidates age 21+
    - Internship term shall be flexible (8-18 weeks) to attract more candidates. Each intern shall shadow a full-time employee and the full-time employee shall host weekly one-on-one meetings with the intern to discuss the intern's career development goals and progress.

➔ Contributes to Hiring Goal #1 and Operating Goal #4.

3. **Join equitable hiring platforms**
    - Establish partnerships with local groups and hiring platforms that prioritize reaching diverse candidates, including Massachusetts Cannabis Business Association (MCBA), Handshake, and Vangst, in addition to posting on LinkedIn and Indeed.
        - Create at least one (1) job posting per year through MCBA, Handshake, and Vangst. Such job postings shall have neutral and inclusive language.

➔ Contributes to Hiring Goal #1.

4. **Maintain a diverse leadership team.**
    - Greenjeans Farms is currently a woman-owned business. We shall maintain 51% diverse ownership and a 51% diverse management team by hiring leadership positions internally among our diverse employees before seeking external candidates.

➔ Contributes to Hiring Goal #2 and Operating Goal #4.

5. **Communicate and advertise diversity values early and often**

- Posters will be placed in the common areas of the facilities showing Greenjeans Farms' Statement of Purpose and values. The posters will describe the Seven Cooperative Principles and provide definitions for equality, equity, empathy, compassion, inclusivity, respect, and integrity. This signage will remind employees to treat each other with kindness and respect. We will also have a poster describing the Platinum Rule which is to treat others how they would like to be treated.
- Greenjeans Farms' mission, Statement of Purpose, and values will be spelled out in its Employee Handbook which will be provided to all employees on their first day.

➔ Contributes to Operating Goals #1, 2, and 3.

6. Facilities evaluation for inclusion

- During its first year of operation, Greenjeans Farms will hire a consultant to tour its facilities and advise on how we can improve our layout and design to accommodate people with disabilities or special needs. Greenjeans Farms will obtain a written report with findings and suggested improvements and will work to implement such improvements by the end of the following year.

➔ Contributes to Operating Goals #1, 2, and 3.

7. Provide special arrangements

- Through its hiring process, Greenjeans Farms will learn if any employees need special accommodations to perform their role or to feel safe and secure. Greenjeans Farms will work to fulfill any special accommodations and arrange for employee transport as needed.

➔ Contributes to Operating Goals #1, 2, and 3.

8. Unconscious Bias Awareness Workshops

- Unconscious Bias Awareness Workshops shall be mandatory for all employees. Greenjeans Farms shall hire a third-party instructor to provide annual in-person training on unconscious bias awareness. These workshops shall be in addition to all other mandatory trainings.

➔ Contributes to Operating Goals #1, 2, and 3.

9. Regular anonymous surveys

- During each operational year, Greenjeans Farms shall solicit employee feedback through the following venues:
  - Quarterly anonymous online survey, provided through an email link.
  - Annual anonymous NPS survey, provided through an email link.
    - A NPS survey categorizes employees into promoters (loyal and enthusiastic employees), passives (satisfied but not enthusiastic), and detractors (likely to seek other employment).
  - Ongoing hotline or web platform where employees may anonymously report any bias or harassment incidents or provide feedback, provided in the Employee Handbook.

➔ Contributes to Operating Goals #1 and 2.

10. Buddy Program

- Beginning in its first year of operation, and continuing every year thereafter, each Greenjeans Farms employee will be assigned a "buddy" who is an existing or new employee. The purpose of the Buddy Program is to provide a conduit by which employees can develop trust and support in one another as well as build compassion and respect for differing backgrounds and identities. At the end of each fiscal year, Greenjeans Farms will collect feedback from employees through an anonymous survey. The survey shall ask participants to rate overall satisfaction with the Buddy Program on a scale of 1 to 10 and solicit specific suggestions on how management can improve the program. The Board of Managers shall meet annually to review the survey results and modify the program as needed.

➔ Contributes to Operating Goals #1, 2, and 3.

11. Annual Donations

- Greenjeans Farms will contribute $5,000 annually to Soldier On, a nonprofit organization based in Pittsfield, MA that provides rehabilitated and recovering veterans with job training, employment opportunities, and transport assistance. A donation acceptance letter from Soldier On is included as Attachment A.

➔ Contributes to Hiring Goal #1 and Operating Goal #3.

MEASURING PROGRESS

Greenjeans Farms will collect data on job applicants and maintain Diversity Plan progress records in the following ways:

- Maintain the following tracker for every posted position to understand if posts are reaching diverse applicants:

Role	**Date Posted**	**# People of color Applicants**	**# Women Applicants**	**# Veteran Applicants**	**# Persons with disabilities Applicants**	**# LGBTQ+ Applicants**	**Total # Applicants**
Job 1							
Job 2							

Should the number of diverse applicants be less than 51% during any hiring year, Greenjeans Farms will hire a talent acquisition consultant to review its materials and strategy and help Greenjeans Farms implement a more effective approach for future hiring periods.

- Greenjeans Farms shall maintain a similar tracker for measuring its ownership and leadership team diversity:

Employee	**Person of color**	**Woman**	**Veteran**	**Person with disabilities**	**LGBTQ+**	**Total**
Owner 1						
Owner 2						
Manager 1						
Manager 2						
Rising Leader 1						
Rising Leader 2						

Rising Leaders are full-time or part-time employees who do not have direct or indirect control over operations but who demonstrate potential to move into a management role. Should the Managers and Rising Leaders Total be less than 51% diverse, Greenjeans Farms shall implement its hiring strategy and programs to reach diverse external candidates for the available leadership positions.

- Organize quarterly management meetings during which Managers will summarize existing employment and career opportunities, address progress towards diversity goals, and develop solutions to any goals falling short. Meeting minutes will be recorded and accessible to all Managers.
    - Greenjeans Farms management team shall discuss, and develop plans around, all reported concerns and suggested changes from survey, hotline, and web comments during the soonest quarterly meeting after comments are made.

- At the end of each fiscal year, Greenjeans Farms management team shall review data collected from the quarterly surveys, NPS survey, hotline and web comments, and any online public commentary such as Glassdoor reviews.
    - If, after each NPS survey, promoters account for less than 80% of employees, Greenjeans Farms shall seek out patterns in the data and adjust its programs and strategies accordingly.
    - If more than 10% of employees have resigned from their roles within 12 months of their start date, Greenjeans Farms shall re-evaluate its job descriptions, interview process, training, management structure, work/life balance, and more with the help of a third-party consultant.

Greenjeans Farms will be required to document progress or success of this plan, in its entirety, annually upon renewal of its license. The metrics described above will be collected and reported with the renewal application.

Acknowledgements

1. Greenjeans Farms acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME and MTC, respectively; and

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

ATTACHMENT A

DONATIONS LETTER

[*Following page*]

SOLDIER ON

October 4, 2021

Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604

RE: Donation Acceptance

Dear Cannabis Control Commission:

My name is Bruce Buckley and I am the Chief Executive Officer of Soldier On, a non-profit organization with a principal place of business in Pittsfield, Massachusetts. Soldier On provides long-term housing and care to hundreds of veterans across Berkshire, Franklin, Hampshire, and Hampden counties which include the communities of North Adams, Pittsfield, Greenfield, Amherst, Holyoke, Springfield, West Springfield, and Monson.

Soldier On is willing to accept in-kind and/or monetary donations from Greenjeans Farms, LLC.

Please do not hesitate to contact me with any questions.

Sincerely,

Bruce Buckley, CEO
Soldier On
290 Merrill Road
Pittsfield, MA 01201
Email: bbuckley@wesoldieron.org
Phone: 413-358-3640

Greenjeans Farms

Restricting Access to age 21 and older

Through its security plan and operating procedures, Greenjeans Farms will ensure that people under age 21 cannot gain access to the site. These security measures and procedures include:

- All employees and registered agents must be 21 years of age or older.
- All visitors must be 21 years of age or older.
- All consumers entering a Marijuana Retailer must be 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center.
- 24/7 security monitoring by Greenjeans Farms management and third-party consultant
- Camera and intercom system installed at front gate to communicate with visitor and check ID
- A 12" x 12" sign posted at each of the front gate, greenhouse entrances, and building entrances reading "Do Not Enter - Limited Access Area - Access Limited to Authorized Personnel Only" in lettering no smaller than one inch in height.
- No visual identifiers from outside the fence indicating that marijuana is being cultivated/grown on site.
- Executed certification by each employee that they will not allow people under age 21 to enter the premises.
- Security training provided to all employees instructing on how to check ID's, how to handle a security breach, and how to manage the security systems.
- Completed background checks on all employees, interns, and volunteers.

Greenjeans Farms

Quality Control and Testing

Greenjeans Farms shall perform quality control measures early and often throughout its grow seasons to ensure that a safe and viable product is being provided to the Massachusetts recreational cannabis market. In addition to the below procedures, quality control shall include, but not be limited to, regular water and media testing, checking plants by sight, testing flower early and often, and maintaining high standards for cleanliness.

Cultivation Quality Control

During the vegetative and flowering phases, Greenjeans Farms' Managers and Head Cultivator will visually check plants every day and note any discrepancies in their internal tracker. This tracker, along with all quality control data and testing data, shall be stored in a cloud system where employees can easily view and collaborate over photos and other reports. Cultivation activities related to quality control shall include:

- Cleaning workspaces daily
- Employees shall maintain good hygiene and wear clean clothes
- Limiting the number of employees or visitors moving across multiple grow rooms
- Monitoring and recording any changes in grow environment or plant health
- Regular visual inspections of all plants
- Clearly and immediately label any plants demonstrating problems
    - Diagnose plant problem within a few hours then remediate or destroy plant in accordance with Greenjeans Farms Inventory Procedures
- Weekly testing of water and media
- Proactive practices such as stocking minimum risk pesticides and fungicides so that they are readily available

Harvesting and Testing

As part of its harvesting process, Greenjeans Farms shall ensure that only the leaves and flowers of the female marijuana plant are processed accordingly, in a safe and sanitary manner as prescribed below:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and

- Packaged in a secure area.

Sanitation measures shall include:

- All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.
- Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
    - Maintaining adequate personal cleanliness; and
    - Washing hands appropriately.
- Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.
- There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.
- Water supply shall be sufficient for necessary operations.
- Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.
- Greenjeans Farms shall provide its employees with adequate, readily accessible toilet facilities.
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

After drying and trimming, the marijuana shall be sealed and placed in a designated quarantine area while testing is underway. No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratory.

A Greenjeans Farms Manager will be responsible for coordinating with a trusted Independent Testing Laboratory to understand the required documentation, sample size, and procedure. Testing of the marijuana shall be performed in compliance with the *Protocol for Sampling and Analysis of Finished Marijuana Products and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations* as published by the Commission on July 14, 2020. Greenjeans Farms will have remediation equipment on hand and will be ready to implement a

structured remediation plan in the event that the flower does not pass the testing thresholds. Greenjeans Farms shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with 935 CMR 500.105(13). All storage of marijuana at a laboratory providing marijuana testing services shall comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), preferably by the Independent Testing Lab.

Greenjeans Farms

Personnel policies including background checks

All Greenjeans Farms employees, interns, and volunteers will complete stringent background checks prior to receiving agent status and being permitted on the premises. Background checks and personnel policies shall demonstrate compliance with all municipal and State suitability requirements.

Greenjeans Farms shall maintain a staffing plan that demonstrates accessible business hours and safe cultivation conditions. In compliance with 935 CMR 500.105(9), Greenjeans Farms shall maintain the following personnel records so that they are current and readily available for inspection by the Commission:

- Job descriptions for each employee, intern, and volunteer position
- Organizational charts
- Personnel record for each registered agent
- Background check report for each registered agent
- Code of ethics policy
- Whistle-blower policy
- A policy notifying people with disabilities of their rights under https://www.mass.gov/service-details/about-employment-rights or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations
- Alcohol, smoke, and drug-free workplace policies.
- A policy describing how confidential information will be maintained
- A policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor.

Greenjeans Farms will maintain a complete register of all employees that work at the licensed premises and keep each background check on file at the facility. The register and required records will be made available for inspection by any law enforcement officer or official for purposes of determining compliance with all legal requirements. Each employee record will be maintained for at least four (4) years from the date of the employee's last workday and will include:

- The individual's complete name, address, and last known telephone number
- The individual's hire date and, if applicable, date of termination
- A copy of each background check
- A copy of a government issued identification showing the individual's age

All management personnel who are responsible for the day-to-day operations will be required to submit to a “Fingerprint-Based Criminal History Records Check” conducted by the local police department. Only fully approved employees will be allowed to commence work. Greenjeans Farms and its employees will not hire or allow an individual less than 21 years of age at the facility.

Other personnel policies shall include:

- Maintain good hygiene and clean your workspace often
- No litter or waste, including cigarette butts, shall be dropped on the property
- Employees shall park in the designated parking area and follow all opening and closing procedures
- Employees shall not trespass on property outside of the facility boundaries
- Employees shall not store or keep marijuana or marijuana plants outside of the structures
- Employees shall not use marijuana within the facility or on the property
- All checklists and reports shall be completed daily.

These policies will allow Greenjeans Farms to create and maintain a productive, safe, and pleasant work environment for all employees.

Greenjeans Farms

Record Keeping Procedures

Greenjeans Farms Managers will prioritize the proper management and storage of all records of events, procedures, employees, trainings, incidents, and test results. Managers will ensure that all of the following written records are maintained in proper order and can be readily reviewed by a law enforcement officer or Commission agent when visiting the facility:

- Waste management records (measurements and tasks completed) which shall be kept for at least three years.
- Seed-to-sale tracking records
- Inventory records
- Employment and training records
- Written operating procedures
- Staffing plan and schedule
- Local permits
- State license documentation

All critical paperwork will be laminated and kept in a dry, secured cabinet. All records, logs, checklists, and personnel information shall be maintained for a minimum of four (4) years in hard copies and electronic copies.

The following personnel records shall be maintained:

- Job descriptions for each agent;
- A personnel record for each agent;
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures;
- All background check reports obtained in accordance with 935 CMR 500.030;
- Employment contract, role and responsibilities, agent registration, and background check;
- Performance evaluations;

- Completed trainings including the date and time, topics discussed, and vendor who provided the training; and
- Incident reports and disciplinary action.

The following business records shall be maintained:

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

Records will be maintained in accordance with generally accepted accounting principles and in a form and location acceptable to the Commission and local authorities.

Greenjeans Farms

Qualifications and Training

The following positions are anticipated to be hired for Greenjeans Farms' facilities:

Operations Director - 2 people

The Operations Director is responsible for complete oversight of all facility operations including staff management, cultivation, sanitation, quality control, processing, and warehousing. The Operations Director manages the onsite Technicians/Assistants and monitors procedures to ensure that the facilities are safe and compliant with all state regulations. Additionally, this position is responsible for ensuring all company policies are upheld and all company-provided standard operating procedures are adhered to. The Operations Director also leads research and development activities and initiatives regarding cannabis cultivation and processing.

- **Duties and Responsibilities**:
    - Direct and coordinate cultivation activities such as planting, irrigation, pest management, harvesting, storing, and waste management;
    - Plan and direct product types based on the cooperative's goals;
    - Ensure inventory requirements are met on a daily, monthly, and annual basis;
    - Complete incident reports and maintain records required to remain compliant;
    - Determine procedural changes in obtaining, cultivating, processing, and packaging for greater quality, efficiency, and accuracy;
    - Assess requested needs for facility such as machinery, equipment, and supplies;
    - Assure all procedures are executed properly and efficiently;
    - Ensure all new employees are trained;
    - Develop ideas toward new product development and present plans to senior management/stakeholders.

- **Qualifications**:
    - High school diploma or GED
    - 5+ years working in the cannabis industry
    - Experience in the fundamentals of plant biology
    - At least 2 years' experience working in a commercial greenhouse
    - Ability to grow and enhance the business through innovative proposals, operational processes, and management capabilities.
    - Experience building teams and hiring/firing
    - Proven track record of strategic planning and driving revenue
    - Has experience overseeing daily operations of a business

<u>Product Technician</u> - 2 people

The Product Technician shall be responsible for the proper handling, processing, packaging, and storage of Marijuana within the designated processing and shipping areas. They shall follow all company protocols as it relates to preparing, grinding, sifting, weighing, storing, and packaging of Marijuana.

- **Duties and Responsibilities:**
    - Ensure all Metrc tags are correct and chain of custody is correctly entered;
    - Maintain company safety and cleanliness standards;
    - Perform end-of-day equipment and workspace clean-up;
    - Report PP&E and other supply needs to management;
    - Monitor conditions, including temperature, moisture, and air exchange, in Processing and Storage room(s);
    - Maintain compliant tracking and disposal of all waste;
    - Monitor quality of material moving throughout the facility;
    - Operate the remediation and processing machines per instructions provided by the manufacturers and company.

- **Qualifications**:
    - High school diploma or GED
    - At least 1 year experience in cannabis or agricultural processing
    - Previous cannabis industry experience preferred but not required

<u>Greenhouse Assistant</u> - 2 people

The Greenhouse Assistant shall work alongside the Operations Director to carry out all duties related to the planting, cultivation, harvesting, drying, and curing of marijuana.

- **Duties and Responsibilities**:
    - Greenhouse setup, maintenance, and cleaning
    - Mixing media, potting plants, cloning, pruning, trellising, harvesting, handling waste material, harvesting, trimming, and making inventory records
    - Carrying out activities consistent with planned production schedules
    - Monitoring grow conditions and reporting any environmental changes to the Operations Director
    - Ensure conformance with quality control standards

- **Qualifications**:
    - High school diploma or GED
    - At least 1 year experience in horticulture or greenhouse operations
    - Previous cannabis industry experience preferred but not required

<u>Compliance Manager</u> - 1 person

The Compliance Manager shall oversee facility activities to ensure that they align with all local and state regulations. This person is well versed in the rules and regulations within 935 CMR 500.000 and is comfortable overseeing complex operations in a highly regulated industry. The Compliance Manager will report to the General Manager and will work in updating and developing additional policies and internal documentation. The Compliance Manager will also develop our community relations, manage local reporting requirements, and organize training for all employees as well as assist with onboarding.

- **Duties and Responsibilities**:
    - Ensure compliance with all local and state laws as well as the organization's policies and procedures.
    - Revise, develop, and maintain policies and procedures to prevent illegal, unethical or improper conduct.
    - Conduct regular inventory checks.
    - Investigate and resolve compliance concerns, issues, or violations.
    - Stay in tune with current rules and regulations, effectively communicate updates to the organization, and implement necessary policy changes.
    - Coordinate with the cooperative attorney to understand regulatory impacts.
    - Collaborate with management to compile compliance concerns, issues, or violations.
    - Ensure that record keeping meets the requirements of local, state and federal auditors and government agencies.
    - Facilitate proper management of all facilities and properties.

- **Qualifications**:
    - Bachelor's degree or equivalent
    - Excellent communication and organizational skills
    - High written and oral competencies
    - Broad knowledge of reporting procedures and record keeping
    - Familiar with how to write and analyze standard operating procedures
    - High analytical and problem solving capabilities
    - At least 2 years experience working within a regulated industry
    - Previous cannabis industry experience preferred but not required

Training

Prior to extending an employment offer to a candidate, Greenjeans Farms Managers shall ensure that the candidate meets the basic employment requirements as communicated in the job posting. Basic employment requirements shall include:

- The person is 21 years of age or older
- The person has the minimum background or skillset listed in the posting
- The person completed an interview with one or more Managers

- The person has positive references
- The person passed the background check

Greenjeans Farms will ensure that employees are trained on job specific duties prior to performing job functions. Within 30 days of their start of employment, all Greenjeans Farms employees will be provided information and training that covers the following topics:

- Cleaning and waste management
- Record keeping
- Handling of Marijuana and Marijuana Products
- Proper use and maintenance of processing machines
- Prevention of diversion
- Armed robbery procedure
- Fire, flood, and severe weather procedures (including power outages)
- Workplace violence
- Lockdown training

All new employees shall complete the Responsible Vendor Program within 90 days of being hired. All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available. Responsible Vendor Program documentation must be retained for four (4) years.

Employees will receive a minimum of eight (8) hours of ongoing training annually. Trainings will be provided by a third-party consultant and will fully comply with all State and local regulations. All training certifications and records will be kept with the employee's personnel file stored in the processing building.

Greenjeans Farms

Safety Plan for Manufacturing

Greenjeans Farms, LLC ("GJF" or the "Company") is a Marijuana Establishment, specifically a Craft Marijuana Cooperative, as defined by 935 CMR 500.002. The regulations at 935 CMR 500.101(3)(b)(2)(b) require that the Company provide a safety plan for the Manufacture and production of Marijuana Products including, but not limited to, sanitary practices in compliance with 105 CMR 590.000: State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments. The Company is committed to safely providing quality products.

Quality Control, Sanitation, Safety and Health Standards

Health, safety and sanitation are critical components of the manufactured cannabis products facility, and all applicable laws and regulations must be strictly adhered to. General health, safety and sanitary standards will be discussed in this section.

GJF's facility complies with state and county health, safety, and sanitation regulations prescribed in 105 CMR 590.000 and 935 CMR 500.101(1) and GJF is aware that it may be subject to inspection to affirm that no health or safety concerns are present which may contaminate the products.

GJF has developed and will maintain documentation providing procedures for proper safety measures to be taken during operational workflow. All GJF agents who are working with hazardous materials or high voltage machinery will be properly trained on the usage of such materials or machinery.

State Regulations

The manufactured cannabis products facility will be in full compliance with all applicable state and local laws and regulations regarding health, safety and sanitation. It will be the responsibility of GJF's facility manager to ensure the creation and implementation of policies for regulatory compliance.

General Standards

<u>Manufactured cannabis</u>

- The facility will manufacture cannabis products such as bubble hash, hash, oils and oil extracts, tinctures.
- The facility will establish and maintain a written policy and procedure that includes, but is not limited to:
    - Safe and appropriate use of manufacturing equipment;
    - Safe and appropriate storage of materials used to produce manufactured cannabis products;
    - Effective training and monitoring of employees and subcontractors who participate in the production of manufactured cannabis products;
    - Adequate protocols for laboratory testing of manufactured cannabis products;
    - Safe and appropriate storage and disposal or destruction of manufactured

cannabis products at all stages of production and sale.

General Sanitary Requirements

Our cannabis products facilities will take all reasonable measures and precautions to ensure the following:

- That any person who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination for whom there is a reasonable possibility of contact with preparation surfaces for cannabis or cannabis-infused product shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected;
- That hand-washing facilities shall be adequate and convenient and be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the licensed premises and/or in cannabis-infused product preparation areas and where good sanitary practices require employees to wash and/or sanitize their hands, and provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
- That all persons working in direct contact with preparation of cannabis or cannabis product shall conform to hygienic practices while on duty, including but not limited to:
    - Maintaining adequate personal cleanliness;
    - Washing hands thoroughly in an adequate hand-washing area(s) before starting work, prior to engaging in the production of a cannabis concentrate or manufacture of a cannabis-infused product and at any other time when the hands may have become soiled or contaminated; and
    - Refraining from having direct contact with preparation of cannabis or manufactured cannabis product if the person has or may have an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination, until such condition is corrected.
- Litter and waste will be properly removed and the operating systems for waste disposal will be maintained in an adequate manner so that they do not constitute a source of contamination in areas where cannabis is exposed.
- Floors, walls and ceilings will be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair.
- There will be adequate lighting in all areas where cannabis is stored and where equipment or utensils are cleaned.
- There will be adequate screening or other protection against the entry of pests. Rubbish shall be disposed of so as to minimize the development of odor and minimize the potential for the waste becoming an attractant, harborage or breeding place for pests.
- Any buildings, fixtures and other facilities will be maintained in a sanitary condition.
- Toxic cleaning compounds, sanitizing agents, and solvents used in the production of cannabis concentrates shall be identified, held and stored in a manner that protects

against contamination of cannabin provide a safe, potable and adequate supply of water to meet the facility's needs.

- Plumbing shall be of adequate size and design, and adequately installed and maintained, to provide sufficient water supply to the required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There shall be no cross connections between the potable and wastewater lines.
- All operations in the receiving, inspecting, transporting, segregating, preparing, producing, packaging and storing of cannabis and manufactured cannabis products shall be conducted in accordance with adequate sanitation principles.
- Each facility center shall provide its employees with adequate and readily accessible toilet facilities that are maintained in a sanitary condition and good repair.
- Cannabis that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.
- Permitted facility centers shall immediately allow the CCC to inspect the premises and all utensils, fixtures, furniture, machinery and devices used for preparing manufactured cannabis products.
- A facility center that prepares manufactured cannabis products for sale or distribution at a dispensing organization shall be under the operational supervision of a certified food service sanitation manager.

Per 935 CMR 500.130 GJF will ensure that production of edible marijuana products will take place in compliance with the following:

1. All Edible Marijuana Products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*; and
2. Any Marijuana Product that is made to resemble a typical food or Beverage product must be packaged and labelled as required by 935 CMR 500.105(5) and (6) as outlined in our Types of Product Plan.
3. The Company will meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: *Air Pollution Control*, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.
4. When selling or otherwise transferring marijuana to another Marijuana Establishment, the Company will provide documentation of its compliance, or lack thereof, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect Marijuana Products

against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

Product Recall Plan

If the facility's cannabis or manufactured cannabis product proves to be non-conforming upon retest the facility will initiate a recall in accordance with the guidelines put forth by the Consumer Product Safety Commission (CPSC). Manufacturers, importers, distributors and retailers of consumer goods are liable for the products they provide to consumers and face the potential of product recalls for potentially dangerous or hazardous products. The same is true for the Company as a manufacturer and/or retailer of consumer cannabis products. As a result, the company may need to conduct a product recall in the future. For consumer products, the recall process is regulated by the CPSC, for all intents and purposes the Company recall plan will follow the guidelines of the CPSC.

Firms often learn of potential product safety problems at an early stage. For this reason, companies involved in the manufacture, importation, distribution, or sale of consumer products should develop a system for maintaining and reviewing information about their products that might suggest that their product has a defect or poses an unreasonable risk. Such information includes, but is not limited to, consumer complaints, reports of production problems, product testing, or other critical analyses of products.

Experts have shown that one of the best ways to ensure that a product recall is effective is to have a recall plan already in place and to execute the plan as quickly as possible. A well-thought out, well-executed recall plan can save lives and prevent injuries in addition to limiting damage to our company's brand and bottom line.

The CPSC has compiled resources to assist companies that manufacture, import, distribute, retail, or otherwise sell consumer products. The CPSC has developed a Recall Handbook that can be utilized in case a product recall needs to be ordered. The Recall Handbook details how to recognize potentially hazardous consumer products as soon as possible. The book explains how to develop and implement a *"corrective action plan"* (called a CAP) to address the hazards; it explains the CPSC's Fast Track Program.

The Recall Handbook also discusses how to communicate recall information to consumers and how to monitor product recalls. The Consumer Product Safety Commission's Recall Handbook will be a valuable tool utilized by the Company if the need for a product recall ever arises.

The Recall Handbook should be referenced to determine exact protocol for recall and the requirements from the Consumer Product Safety Commission. The Recall Handbook can be obtained online from http://www.cpsc.gov/PageFiles/106141/8002.pdf. The Company will carefully review the Recall Handbook in order to: become familiar with their reporting requirements under sections 15(b) and 37 of the Consumer Product Safety Act, and Section 102 of the Child Safety Protection Act, Pub. L. 103-267; help learn how to recognize potentially hazardous consumer products as soon as possible; and develop and implement *"corrective*

action plans" that address the hazards if we discover we have manufactured, imported, distributed, or retailed such products.

Recall Regulations

The Company shall establish, maintain and comply with the policies and procedures contained in the Operations and Management Practices Plan, approved by the CCC, for the production, security, storage, inventory and distribution of cannabis products. The policies and procedures shall include methods for identifying, recording and reporting diversion, theft and loss, and for correcting all errors and inaccuracies in inventories. We will include in our written policies and procedures a process for the following:

- Handling mandatory and voluntary recalls of cannabis or manufactured cannabis products. The procedure shall be adequate to deal with:
    - Recalls due to any action initiated at the request of the CCC and any voluntary action to remove from the market defective or potentially defective cannabis or cannabis infused products, or any product that has failed laboratory testing as required by this Part or has been found to have a reasonable probability that its use or exposure will cause serious adverse health consequences; and
    - Any action undertaken to promote public health and safety by replacing existing cannabis or manufactured cannabis products with improved products or packaging.

Recall

We will establish a policy for communicating a recall for cannabis or a cannabis-derived product that has been shown to present a reasonable or a remote probability that use of or exposure to the product will cause serious adverse health consequences. Our policy will include:

A mechanism to contact all customers who have, or likely have, obtained the product from the facility. The communication will include the following information on the policy for return of the recalled product:

- A mechanism to contact us;
- Communication with the CCC within 24 hours; and
- Outreach as necessary and appropriate.

Any recalled cannabis product will be disposed of in accordance with waste disposal procedures.

When to Recall Cannabis Products

As a manufacturer, distributor, and/or retailer of consumer products, the Company has a legal obligation to immediately report the following types of information to the Consumer Product Safety Commission:

1. A defective product that could create a substantial risk of injury to consumers; and

2. A product that creates an unreasonable risk of serious injury or death.

How to Recall Cannabis Products

The Company will develop a recall plan following guidance from the Recall Handbook provided by the CPSC. Once the need for a product recall has been determined, the Company will proceed with the product recall Corrective Action Plan (CAP). If the need for a product recall arises, we will have inventory management systems in place to determine and pinpoint which products to recall, how many of those products are in the supply chain and will be able to determine exactly where those products are within the supply chain. The inventory management systems and procedures required by State Regulations will ensure a streamlined recall process if ever necessary.

Corrective Action Plan (CAP)

A corrective action plan is defined as improvements to an organization's processes taken to eliminate causes of non-conformities or other undesirable situations. The goal of a corrective action plan should be to retrieve as many hazardous products from the distribution chain and from consumers as is possible in the most efficient, cost-effective manner. The CAP will outline the procedures and steps the Company needs to take once a product recall is required.

Step One: Industry Notification

If cannabis or manufactured cannabis products are believed to need to be recalled, the Company will contact all wholesale partners and dispensing organizations to make them aware of the situation and the need for product recall. The Company will also contact the CCC within 24 hours of obtaining reportable information. As the wholesaler of the product needing to be recalled, contacting the end users of the recalled product; cannabis consumers, will prove difficult if not impossible. At this stage of the recall, dispensing organizations will need to ensure that they have a proper recall process in place to contact the end users of the product being recalled.

Step Two: Public Notification

The facility center will post notifications about the product recall on its website as well as making partnering facility centers and dispensing organizations aware of the product recall. The actual recalling processes will be handled by the dispensing organizations with help and support from the facility center.

As the dispensing organization issuing a recall notice it will be important to reach the end users or the recalled product. The Company will post notification about the recall on the Company websites and social media as well as post written notices of the recall on location for customers to view. The recall notice will include all pertinent information regarding the product being recalled, contact information and other information relating to the recall. Information will include but not be limited to:

- Product name
- Product batch number
- Dispensing date range of recalled product

- Dispensing organization locations

Once the recall notification has been issued to all applicable dispensing organizations and cannabis consumers, the Company will wait to receive recalled products from dispensing organizations. Once recalled products have been received, the Company will properly dispose of all recalled products.

Step Three: Procurement
The dispensing organization issuing a product recall to cannabis consumers will need to be ready to obtain and secure recalled products from consumers.
Consumers should be able to bring in the products being recalled to the dispensing organization's location. It will be at the dispensing organization's discretion whether to issue a refund, replace the recalled product at no cost, or to take other measures.

Step Four: Documentation and Record Retention
The Company will maintain all documentation and records regarding any and all product recalls issued.

Step Five: Disposal
The Company will ensure that any and all recalled cannabis products are disposed of according to all state and local regulations. The Company will follow waste destruction and disposal procedures outlined below for proper disposal of recalled cannabis and manufactured cannabis.

Emergency Protocol

The Company will establish emergency procedures and protocols to be implemented organization wide. Employees of the organization will be fully trained in emergency protocols. Emergency protocols will be developed for robbery or theft, fire emergency, chemical spill and for other emergencies as needed. Refer to EMERGENCY PROCEDURE for more information.

Robbery or Theft

- If being robbed at gunpoint or if you feel your life is in danger, comply with all requests from the perpetrator. Give them whatever they ask for.
- Try to signal for help through the security panic buttons provided or through the panic button or police services button located on the alarm panel.
- Contact the police as soon as possible.
- Notify any required state or local authorities.
- If any marijuana is stolen, we will secure, inventory, and document all remaining products.

Fire Emergency

- If a fire is small and isolated, only managers or supervisors are to try to exhaust the fire with one of the fire extinguishers.
- In case of a fire emergency, dial 911 for Fire Department or push the symbol on the alarm panel.
- Follow the Fire Safety plan in EMERGENCY PROCEDURES.

Chemical Spill

- Try to use the chemical spill kit for smaller incidents of chemical spill.
- If the spill is too large to contain, inform your supervisor immediately. Block the spill as much as possible using spill socks from the chemical spill kit. The emergency waste management handler will be contacted.

Other Emergencies

- Contact 911 for break-ins or burglaries.
- Contact any required state or local authority in cases of theft, break-ins or burglaries
- Refer to EMERGENCY PROCEDURES.

EMERGENCY PROCEDURES

Scope and Purpose

1. This SOP is designed to provide concise, organized information that can be accessed quickly in the event of an emergency in order to ensure quick, efficient responses from all personnel.
2. This SOP is meant to be a companion to the master Emergency Action Plan and will include only information relevant to the emergency preparedness and response of all GJF agents, contractors, visitors, and customers present in the building.

Responsibilities

1. The Directors of Compliance, Security, and Facilities will ensure that other department heads will be properly informed and trained on the master Emergency Action Plan and will keep both digital and physical copies of the aforementioned master plan.
2. The Directors of Compliance, Security, and Facilities may, at their discretion, update any and all emergency protocols in order to adapt to changing work environments and controls. Such revisions will be disseminated to each department once finalized and will replace the physical copies available within each department with the updated Emergency Protocols.
3. Each Department Manager will uphold and enforce compliance with all Emergency Protocols and must be given digital access to the master Emergency Action Plan in order to remain knowledgeable after their training.
4. Each Department Manager will assign tasks to agents in their departments who are willing to volunteer for the roles required as defined in the master Emergency Action Plan.
5. All GJF agents, contractors, and visitors will adhere to the guidelines set forth in this SOP.
6. All GJF agents must familiarize themselves with the locations of exits, manual pull alarm stations, SDS binders, assembly areas, and the names and titles of members of the Fire Response Team.

7. There is no responsibility on the part of any GJF agent, contractor, or visitor to help another person in case of an emergency. Any actions taken by a person to help another during an emergency are voluntary and should only be done if it is safe to do so.
8. There is no responsibility on the part of any GJF agent, contractor, or visitor to mitigate a disaster in the event of an emergency. Any and all steps required to de-escalate the emergency should be left to the proper authorities.

Policies

1. A copy of the Emergency Protocols shall be found in the accompanying handbook of SOPs for each department.
2. A copy of the Emergency Protocols shall be found in the accompanying SDS binder for each department.

-Procedures Provided on Following Pages-

Important Contacts

Director of Security: Scott Hutkoski 413-575-2598

Director of Facilities: Julie Beauchemin 774-217-8910

Local Fire Department: Whately Fire Department (413) 949-3279

Local Police Department: Whately Police Department (413) 665-0430

Hospital: Baystate Medical Center (Springfield) 413-794-3233

Poison Control: 800-222-1222

Hazardous Material Cleanup: NEDT 508-234-4440

Massachusetts State Policy Millbury Barracks: 508-929-3232

Call 911 in an emergency!

Fire Emergencies

Policies

1. Fire drills shall be held biannually as a test of both human and digital measures and responses to emergency situations.
2. Each department shall have designated members of the Fire Safety Team to facilitate efficient and safe evacuation from fire emergencies.

Procedure

1. If you discover smoke or a fire condition;
    a. Remove everyone away from the vicinity.
    b. Close the doors to the space in order to contain the fire.
    c. Have a co-worker alert the Fire Safety Team immediately.
    d. Activate the manual pull alarm station on your floor.
    e. Move to a safe area and call 911 to notify the fire department. NEVER use an elevator in the event of a fire emergency.
        i. Explain the situation (do you see smoke, fire, both?)
        ii. State the building address.
        iii. State the company name and floor of the event.
        iv. Answer any and all questions from the 911 operator.
    f. DO NOT hang up the phone call until the 911 operator releases you.
2. If you hear or see a fire alarm throughout the building;
    a. React as you would based on the fire drills held to practice the building evacuation.
    b. Move quickly and calmly to the nearest building exit as instructed to do so by the manager on duty.
    c. If any agents, contractors, or visitors require assistance in evacuating the building, you may assist them only if it is safe to do so.
    d. Remain on the grass opposite the main entrance of the building until the fire department clears the building for re-entry.

Workplace Accidents

Policies

1. Employees who are trained and certified in First Aid/CPR may assist in the event of a workplace accident but are not required to do so. Aid should only be given if the workspace is safe enough to do so.
2. Each department will have easy access to a First Aid kit stocked with, at minimum, bandages, antiseptic solution, alcohol, antacid, painkillers, fever reducers, and cold compresses. Each department will be responsible for maintaining the inventory of their first aid kits.
3. All workplace accidents will be recorded through the use of an incident log and maintained for a length of three (3) years.

Procedure

1. In the event of a workplace accident or injury that you are witness to;
    a. Assess the situation (is the person conscious? Are they delirious or confused? Is the person bleeding?)
    b. Stay with the injured person
        i. If possible, get the attention of another coworker to ask for more assistance, get first aid, etc.
    c. If the injury is serious and requires immediate medical attention, call 911
    d. If the injury is minor, assist your supervisor in writing an incident report once the person is recovered
2. If you are the victim of a workplace accident,
    a. Remain calm and assess your situation
    b. If the accident is minor, make use of the First Aid kit available to your department and inform your supervisor.
    c. If the accident is serious and you are able to, call 911 if you need immediate medical attention or contact your supervisor for assistance.

Active Shooter

Policies

1. Pursuant to CCC guidelines, there are several layers of protection and surveillance in place to protect the persons on property in the event of an emergency. The Security department will prepare all GJF agents on proper conduct during an active shooter situation and will maintain surveillance on the workplace.

Procedure

1. Run;
    a. Evacuate the premises only if it's safe to do so
    b. Have a plan for the escape route
    c. Evacuate regardless if others agree to follow; help only if possible and safe
    d. Leave your belongings behind
    e. Prevent anyone from going into an area where an active shooter may be
    f. Keep hands visible at all times and follow all instructions when police are responding.
2. Hide;
    a. If evacuation is not possible, find a place to hide where the active shooter is not likely to find you.
    b. A hiding spot should
        i. Be out of the shooter's line of sight
        ii. Have a lockable door
        iii. Provide protection if shots are fired in your direction but will not impede your movement
    c. Lock the door
    d. Turn off the lights
    e. Blockade the door with heavy furniture
    f. Turn off anything that might make noise
3. Fight;
    a. ONLY AS A LAST RESORT, when your life is in IMMINENT danger
    b. Act aggressive, yell, throw things, work together to stop the shooter and commit to your actions
4. DO NOT;
    a. Attempt to move wounded people
    b. Pull the fire alarm or respond to a fire alarm during an active shooter situation
    c. Run in a straight line

Chemical/Hazardous Waste Spill

Policies

1. Every department shall have an SDS binder and SOP manual that will have the information for NEDT Waste Management in order to mitigate potential environmental or workplace safety disasters stemming from an uncontrolled spill.
2. Each department that works with chemicals shall have a serviceable spill kit in order to contain and/or any hazardous work conditions brought on by a chemical spill.

Procedure

1. For a small, containable spill
    a. Locate the closest spill kit of appropriate size and unpack
    b. Use socks to block off edges of the spill
    c. Use pillows to absorb the spill
    d. Dispose of the spill properly per the Hazardous Waste Disposal SOP
2. For large, unmanageable spills
    a. Call NEDT Waste Management at 508-234-4440 and report the spill
    b. Locate the closest spill kit of appropriate size and unpack
    c. Use socks to block the edges of the spill
    d. If outside, use rubber plugs to block off the storm drain from the path of the spill
3. Only ever attempt to contain spills if it is safe to do so. Any unsafe spills should immediately be reported to NEDT and all personnel should evacuate the premises as quickly and calmly as possible.