



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283555
Original Issued Date: 08/16/2022
Issued Date: 08/16/2022
Expiration Date: 08/16/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Briarleaf, LLC

Phone Number: 978-505-8597
Email Address: schuyler@atlanticcannabis.org

Business Address 1: 527 Pleasant Street
Business City: Attleboro Business State: MA Business Zip Code: 02703
Business Address 2:
Mailing Address 1: 527 Pleasant Street
Mailing City: Attleboro Mailing State: MA Mailing Zip Code: 02703
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD: Briarleaf, LLC
Department of Public Health RMD Registration Number: MTC Provisional License
Operational and Registration Status: Obtained Provisional Certificate of Registration only
To your knowledge, is the existing RMD certificate of registration in good standing?: yes
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 86.37
Percentage Of Control: 100

Role: Executive / Officer Other Role: Mr. Boylan's ownership and control of Briarleaf is held indirectly through his

interest in Briarleaf's parent company, Atlantic GPS LLC

First Name: Iain

Last Name: Boylan

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100

Percentage of Ownership: 100

Entity Legal Name: Atlantic GPS LLC

Entity DBA:

DBA

City:

Entity Description: Domestic Limited Liability Company

Foreign Subsidiary Narrative:

Entity Phone: 978-505-8597

Entity Email: schuyler@atlanticcannabis.org

Entity Website:

Entity Address 1: 825 Monument Street

Entity Address 2:

Entity City: Concord

Entity State: MA

Entity Zip Code: 01742

Entity Mailing Address 1: 825 Monument Street

Entity Mailing Address 2:

Entity Mailing City: Concord

Entity Mailing State: MA

Entity Mailing Zip Code:

01742

Relationship Description: Atlantic GPS LLC is the 100% owner of Briarleaf, LLC. Mr. Boylan--a Social Equity Program Participant (SE305293)--is the primary owner of Atlantic GPS LLC (holding 86.373% of the units of Atlantic GPS LLC), as well as the Manager of Atlantic GPS LLC. No other individual holds more than 5% ownership of Atlantic GPS LLC or is otherwise a Person with Direct or Indirect Authority over Atlantic GPS LLC or Briarleaf LLC.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Atlantic GPS LLC

Entity DBA:

Email: schuyler@atlanticcannabis.org

Phone: 978-505-8597

Address 1: 825 Monument Street

Address 2:

City: Concord

State: MA

Zip Code: 01742

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of Capital Provided: \$50000

Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Iain

Last Name: Boylan

Suffix:

Marijuana Establishment Name: CD Services of America, LLC

Business Type: Other

Marijuana Establishment City: Andover

Marijuana Establishment State: MA

Individual 2

Date generated: 09/01/2022

Page: 2 of 6

First Name: Iain Last Name: Boylan Suffix:
Marijuana Establishment Name: GPM II LLC Business Type: Other
Marijuana Establishment City: Easthampton Marijuana Establishment State: MA

Individual 3

First Name: Iain Last Name: Boylan Suffix:
Marijuana Establishment Name: Briarleaf, LLC Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Attleboro Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 527 Pleasant Street
Establishment Address 2:
Establishment City: Attleboro Establishment Zip Code: 02703
Approximate square footage of the Establishment: 100000 How many abutters does this property have?: 37
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes
Cultivation Tier: Cultivation Environment:

FEE QUESTIONS

Cultivation Tier: Tier 06: 40,001 to 50,000 sq. ft Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Briarleaf_Plan to Remain Compliant with Local Zoning.pdf	pdf	610c3a9fb6c7ee37de46352c	08/05/2021
Certification of Host Community Agreement	Briarleaf LLC HCA Certification.pdf	pdf	61baa946922a104454b68942	12/15/2021
Community Outreach Meeting Documentation	Briarleaf_COM Attestation.pdf	pdf	624ae5a1c91bef00095458ef	04/04/2022

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Briarleaf_Positive Impact Plan.pdf	pdf	61a29a735bb63007eb7fb6ef	11/27/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer Other Role:

First Name: Iain Last Name: Boylan Suffix:

RMD Association: RMD Owner

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company

Other Role:

Entity Legal Name: Atlantic GPS LLC

Entity DBA:

Entity Description: Atlantic GPS LLC

Phone: 978-505-8597

Email: schuyler@atlanticcannabis.org

Primary Business Address 1: 825 Monument Street

Primary Business Address 2:

Primary Business City: Concord

Primary Business State: MA

Principal Business Zip Code:
01742

Additional Information: Atlantic GPS LLC is the 100% owner of Briarleaf, LLC. Mr. Boylan--a Social Equity Program Participant (SE305293)--is the primary owner of Atlantic GPS LLC (holding 86.373% of the units of Atlantic GPS LLC), as well as the Manager of Atlantic GPS LLC. No other individual holds more than 5% ownership of Atlantic GPS LLC or is otherwise a Person with Direct or Indirect Authority over Atlantic GPS LLC or Briarleaf, LLC.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Briarleaf_SoC CoGS.pdf	pdf	61a13a5dfc14e507dc47dcfe	11/26/2021
Department of Revenue - Certificate of Good standing	Briarleaf_DUA_Cert of Good Standing Signed.pdf	pdf	61a13a6b22b0da0845c41f3c	11/26/2021
Department of Revenue - Certificate of Good standing	BRIARLEAF LLC_DOR_CertGoodStanding.pdf	pdf	61a8ec841110b83cebb0c0c2	12/02/2021
Articles of Organization	Briarleaf_Attestation re Jonathan Brucks.pdf	pdf	61baa8f890ca3b46232df7a4	12/15/2021
Articles of Organization	Briarleaf_Certificate of Amendment and Original Articles of Organization.pdf	pdf	61baaa8ad3dd284475be27ee	12/15/2021
Bylaws	Briarleaf_Operating Agreement and Related Amendments-compressed.pdf	pdf	6247556a53957f00087219d1	04/01/2022

No documents uploaded

Massachusetts Business Identification Number: 001304628

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Briarleaf_Plan for Obtaining Liability Insurance.pdf	pdf	610c3d18b6c7ee37de463551	08/05/2021
Business Plan	Briarleaf_Business Plan.pdf	pdf	61a2a22d0c79c9080d25f11e	11/27/2021
Proposed Timeline	Briarleaf_Proposed Timeline.pdf	pdf	624ae69c53957f0008732047	04/04/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	Briarleaf_Policies and Procedures for Cultivating.pdf	pdf	610c3fa13ae71f37c473f81e	08/05/2021
Restricting Access to age 21 and older	Briarleaf_Plan for Restricting Access to Age 21 and Older.pdf	pdf	610c3fa9b6c7ee37de463565	08/05/2021
Security plan	Briarleaf_Security Plan.pdf	pdf	610c3faec618dd39aab50a9b	08/05/2021
Prevention of diversion	Briarleaf_Prevention of Diversion.pdf	pdf	610c3fcd6c7ee37de463569	08/05/2021
Storage of marijuana	Briarleaf_Storage of Marijuana.pdf	pdf	610c3fd61cef2b37e5f49022	08/05/2021
Transportation of marijuana	Briarleaf_Transportation of Marijuana.pdf	pdf	610c3fdc1cef2b37e5f49026	08/05/2021
Inventory procedures	Briarleaf_Inventory Procedures.pdf	pdf	610c3fe21cef2b37e5f4902a	08/05/2021
Quality control and testing	Briarleaf_Quality Control and Testing.pdf	pdf	610c3fef1cef2b37e5f4902e	08/05/2021
Personnel policies including background checks	Briarleaf_Personnel Policies Including Background Checks.pdf	pdf	610c3ff61cef2b37e5f49032	08/05/2021
Record Keeping procedures	Briarleaf_Recordkeeping Procedures.pdf	pdf	610c3ffbc82bfb39cb218179	08/05/2021
Maintaining of financial records	Briarleaf_Maintaining of Financial Records.pdf	pdf	610c4002c82bfb39cb21817d	08/05/2021
Qualifications and training	Briarleaf_Qualifications and Training.pdf	pdf	610c400a3ae71f37c473f82f	08/05/2021
Energy Compliance Plan	Briarleaf_Energy Compliance Plan_Cultivation.pdf	pdf	610c4010b6c7ee37de463576	08/05/2021
Separating recreational from medical operations, if applicable	Briarleaf_Plan for Separating Recreational from Medical Operations.pdf	pdf	61a2a3ad23c63c07ca34eff7	11/27/2021
Diversity plan	Briarleaf_Diversity Plan.pdf	pdf	62475e80c91bef0009536bc2	04/01/2022

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Briarleaf, LLC (“Briarleaf”) will remain compliant at all times with the local zoning requirements set forth in the City of Attleboro’s Zoning Ordinance. Briarleaf’s proposed Marijuana Cultivator and Marijuana Product Manufacturer facility is located in the Industrial Zoning District designated, where marijuana businesses are allowed pursuant to receipt of a special permit from the Board of Appeals.

As per the requirements of Attleboro’s Zoning Ordinance, no portion of the proposed facility is located within one hundred (100’) feet of any “Residential” zoning district. Furthermore, no portion of the proposed facility is located within the following designated areas:

- One hundred (100’) feet of a principal residential use.
- Five hundred (500’) feet of an existing public or private school providing education in Kindergarten or any of grades 1 through 12.
- Five hundred (500’) feet of a registered daycare center, family day care home, and group day care home.
- Five hundred (500’) feet from any public park, playground, or facility in which children commonly congregate.

As required by the City of Attleboro’s Zoning Ordinance, Briarleaf will apply for a Special Permit from the local Special Permit Granting Authority. The special permit shall lapse after eighteen (18) months, which shall not include such time required to pursue or await the determination of an appeal from the grant thereof, if a substantial use thereof has not sooner commenced, provided however that the Special Permit Granting Authority may extend the time period for good cause shown for a period of not more than eighteen (18) additional months. The special permit shall lapse if the recipient of the special permit ceases operation of the Marijuana Business for a period of one hundred and eighty (180) consecutive days and/or if special permit recipient’s registration is revoked, expires, or is terminated by the Department of Public Health or licensure by the Cannabis Control Commission.

Briarleaf will apply for any other local permits required to operate a Marijuana Cultivator and Marijuana Product Manufacturer facility at the proposed location. Briarleaf will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Establishment at Briarleaf’s proposed location.

Briarleaf has already attended several meetings with various municipal officials and boards to discuss Briarleaf’s plans for a proposed Marijuana Cultivator and Marijuana Product Manufacturer and has executed a Host Community Agreement with the City of Attleboro. Briarleaf will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Briarleaf’s Marijuana Establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Briarleaf, LLC

2. Name of applicant's authorized representative:

Schuyler Boylan

3. Signature of applicant's authorized representative:

Schuyler Boylan

4. Name of municipality:

City of Attleboro, Massachusetts

5. Name of municipality's contracting authority or authorized representative:

Paul Heroux, Mayor

6. Signature of municipality's contracting authority or authorized representative:



7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

PaulHeroux@cityofattleboro.us

8. Host community agreement execution date:

4/19/18 (Amended 4/27/19)

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s): May 27, 2021
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

a. Date of publication: 5/12/21

b. Name of publication: The Sun Chronicle

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

a. Date notice filed: 5/11/21

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

a. Date notice(s) mailed: 5/14/21

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
 - Information adequate to demonstrate that the location will be maintained securely;
 - Steps to be taken by the ME or MTC to prevent diversion to minors;
 - A plan by the ME or MTC to positively impact the community; and
 - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

Name of applicant:

Briarleaf LLC

Name of applicant's authorized representative:

Schuyler Boylan

Signature of applicant's authorized representative:

Schuyler Boylan

BRIARLEAF, LLC – COMMUNITY OUTREACH MEETING DOCUMENTATION

A copy of the video for the Community Outreach Meeting will be provided to the attention of Jaime at Licensing@CCCMass.com.

Number of Participants: 5

A transcript of the meeting is enclosed herewith for reference. Note that the City of Attleboro deferred to the Commission with respect to Briarleaf's ability to hold a virtual community outreach meeting.

From: Lauren Stamatis <planning@cityofattleboro.us>
Sent: Wednesday, December 15, 2021 3:37 PM
To: Mandy Bonny <m.bonny@vicentesederberg.com>
Subject: RE: Virtual Community Outreach Meeting Inquiry

Good afternoon, Mandy.

The requirement to hold a Community Outreach Meeting is dictated by the CCC, not our municipality. Your question will need to be to the state.

Warm Regards,

Lauren Stamatis

Planning Administrator | Office of Planning & Development
City of Attleboro | City Hall - Government Center |
77 Park Street | Attleboro, MA 02703
p: 508.223.2222 x 3141 | f: 508.222.3046 | planning@cityofattleboro.us



From: Mandy Bonny (m.bonny@vicentesederberg.com) <m.bonny@vicentesederberg.com>
Sent: Wednesday, December 15, 2021 3:25 PM
To: Lauren Stamatis <planning@cityofattleboro.us>
Cc: cityplanner@cityofattleboro.us
Subject: Virtual Community Outreach Meeting Inquiry

Good Afternoon Ms. Stamatis,

I am reaching out to confirm whether an applicant can hold a **Virtual** Community Outreach Meeting as it relates to a Host Community Agreement. Thank you in advance for your attention to this matter.

Best
Mandy

Mandy Bonny
Licensing Specialist

Vicente Sederberg LLP
[Prudential Tower](#)
[800 Boylston Street, 26th Floor](#)
[Boston, MA 02199](#)
Main: 617-934-2121
Direct: 617-207-4798
m.bonny@VicenteSederberg.com
VicenteSederberg.com



17:30:26

Let me get to my -- I'm going to go ahead and push record.

17:30:29

So we are now recording.

17:30:32

Great.

17:30:36

And as it is time I'm going to go ahead and read my announcement.

17:30:44

Thank you for joining us this evening for a Community Outreach Meeting for

17:30:51 briar arrest leaf LLC in accordance with the Cannabis Control Commissions
administrative order allows web based

17:30:52 Community Outreach Meetings.

17:31:02

Seeking to operate a colocated and medical marijuana cultivation and

17:31:06 practice facility at 523 Attleboro street.

17:31:11

I'm going to ensure that all questions submitted in advance of or during the

17:31:12 meeting are answered.

17:31:15

To submit a question there are three options.

17:31:19

Use the answer and question function button at the bottom of the screen to

17:31:20 type your question.

17:31:25

Second you can type your question in the chat, being sure you're sending it

17:31:29 to all participants and not just one individual panelist.

17:31:34

If you're dialing in by telephone please push star # to raise your hand

17:31:35 and I will call you on.

17:31:38

All questions will be held until the end of the meeting.

17:31:43

This video is both video records and closed captioned.

17:31:48

If you're interested in receiving a copy of the video or transcript please

17:31:50 reach out to the address on the meeting notice.

17:31:58

A copy solve is available by visiting Briarleaf Attleboro.

17:31:58 square space.com.

17:32:02

With that I will hand it over to Brandon.

17:32:04

>> BRANDON KURTZMAN: Thank you very much Annie.

17:32:15

My name is Brandon Kurtzman and I'm an attorney for VinenteSederberg and we

17:32:19 serve as regulatory counsel.

17:32:32

Vincen teS, derberg specializes in the cannabis industry helping folks get

17:32:43 licenses through the Cannabis Control Commission throughout the state and

we do a ton of these Community Outreach

17:32:52 Meetings to provide the public and stakeholders and abutters with an ability to see who we are and what

17:32:56 we're trying to do and solicit feedback.

17:33:02 So this is a state requirement from the Cannabis Control Commission as part of the application process.

17:33:09

So without further ado, I will just right into it the presentation.

17:33:20

So Briarleaf is committed to cultivating and manufacturing high

17:33:22 quality around and marijuana products in the Commonwealth of Massachusetts.

17:33:30

This is a Community Outreach Meeting for adult use cultivation and

17:33:31 manufacturing facility.

17:33:35

The facility has a license for MTC.

17:33:37

Medical treatment center.

17:33:42

Vertically regulated by the Cannabis Control Commission.

17:33:47

Offered for sale a variety of marijuana strains and marijuana use

17:33:57 products all in accordance with 94G, the state's regulations for the cannabis industry, the adult use

17:34:03 industry and the 935 CMR 500.

17:34:08 000 which are the regular use licenses for cannabis operators in the state.

17:34:17

Assembled team with real estate and management marketing and design in

17:34:19 order to get this project up and running.

17:34:26

As A in, nie mentioned this is for an adult use cultivation and product use

17:34:35 manufacturing facility at 327 Pleasant Street in Attleboro, Massachusetts.

17:34:44

We have Jonathan Brucks and shoe letter Boylan.

17:34:54 Brucks Schuyler Boylan.

17:35:00

He has successfully founded a manufacturing business in the

17:35:08 manufacturing industry and he has experience as the Water and Sewer Commissioner in the town of Foxboro

17:35:18 and was responsible for two Enterprise Fund accounts and he's worked and lives in Attleboro for several years

17:35:30 and active in several nonprofit organizations he began his career at Texas instrument inside Attleboro, Mass.

17:35:41

Schuyler Boylan is a Massachusetts native and involved in the cannabis

17:35:49 industry since 2014 and involved in three transactions totaling over \$20 million in capital invested.

17:36:01

Schuyler identified 527 Pleasant Street as a location for manufacturing

17:36:09 and cultivation and has put together with the team construction operations management and cultivation of course.

17:36:21

Schuyler's background is real estate transactions and has experience as a consultant investor in commercial real estate and private companies.

17:36:39

His focus has been in retail and industrial real estate, commercial

17:36:43 cultivation businesses and dispensaries.

17:36:50

We have Michael Cavanaugh our Cultivation Expert coming from

17:36:57 atlantoI can green cannabis which is a Rhode Island wholesale directory.

17:37:03

25 years of horticultural experience.

17:37:07

He's perfect for this project.

17:37:13

Michael has a master's degree in Sustainable Landscape Design and he

17:37:21 has been involved in plant and horticultural system design and system placement and monitoring.

17:37:27

In the cannabis industry in Rhode Island he has designed and installed

17:37:39 and operated multiple systems and he praised a landscape design business in Rhode Island and medical cannabis

17:37:44 facility in west war wick Rhode Island.

17:37:50

A ton of cultivation and manufacturing experience from Mr.

17:37:51 Cavanaugh.

17:37:58

Just a little bit about the marijuana establishment application process in

17:37:59 the Commonwealth of Massachusetts.

17:38:01

This is at a high level.

17:38:08

So 2018 the commission -- the Cannabis Control Commission began accepting

17:38:12 applications for adult use licenses.

17:38:18

Applicants submit an application of intent as the initial part of the

17:38:26 application which basically lays out your team, your funding, and some high level SOPs.

17:38:32

The host community or excuse me the Community Outreach Meeting is one of

17:38:38 the requirements for submission of this application and you need to evidence proof of the Community Outreach

17:38:43 Meeting in order to submit a complete application to the Cannabis Control Commission.

17:38:48

Once the Cannabis Control Commission reviews your application they have 90

17:38:52 day to see grantor deny you a provisional license.

17:38:58

After that you go through the architectural review process and

17:39:02 submit the plans to the commission for the review and then you can build out your facility.

17:39:08

Once the facility is built out you go through a series of inspections, post 17:39:09 provisional license inspection.

17:39:15

You get your final license, a post final license inspection and then

17:39:17 you're able to commence operations.

17:39:20

And that's the application process.

17:39:25

30,000-foot bevel there.

17:39:30

So the facility obviously is compliant with local zoning.

17:39:33

We wouldn't have chosen it if it wasn't.

17:39:40

Its in the industrial zoning district where marijuana establishments are

17:39:41 permitted via special permit.

17:39:46

The facility is not located within a hundred feet of a principal

17:40:02 residential use and not located within 500 feet of existing private or public school providing education K through

17:40:12 12th grade or day care or park where children congregate.

17:40:19

It's an treatment convenient central location close to I-95, five-minutes

17:40:20 off of I-95.

17:40:26

Ten minutes from 495 and 295.

17:40:33

Walking distance from the Attleboro MBTA station.

17:40:38

45 minutes to Boston and 25 minutes to providence.

17:40:44

The building was formerly a circuit board manufacturing facility which

17:40:47 make it's ideal due to the existing infra structure.

17:40:54

It has all the available power, water, and electricity or gas that you would

17:40:58 need to have a successful cultivation and manufacturing facility.

17:41:02

It has good clearing height.

17:41:09

It's got significant HVAC capacity and clean room capacity to make sure the

17:41:11 cannabis being grown and the M.I.P.

17:41:16 M.I.P.

17:41:26 s Marijuana Infused Products are of the highest quality which we'll balk it a little bit further on in the

17:41:26 presentation.

17:41:34

This is the proposed floor plan which will be constructed in multiple

17:41:34 phaseses.

17:41:39

The vacant portion is 5,403,392 square feet.

17:41:45

The top is phase one, roughly around 7,000 square feet of canopy.

17:41:50

We anticipate the construction of phase one will be around two and a

17:41:50 half million dollars.

17:41:55

The good thing about this property as I mentioned is given the previous use,

17:42:05 there's not a lot of significant demolition or major modification so the building systems.

17:42:12

The final design phase three is shown at the bottom and this would be I

17:42:22 think around 26,000 square feet of canopy and you can see that you have you nodal flower rooms for, you know,

17:42:23 additional cultivation.

17:42:31

So once we proceed and complete phase one, we start to get some funding in,

17:42:37 then we'll use the funding from phase one to phase the remaining phases.

17:42:52

Phase two would be an intermediate expansion between phase one and phase

17:42:52 two.

17:42:57

The operation, cultivation and product manufacturing operations.

17:43:02

Everything in Massachusetts is done under the watchful eye of the Cannabis

17:43:02 Control Commission.

17:43:08

All products and cannabis will be tested by an independent testing

17:43:19 laboratory for cannabinoid content and biological and chemical contaminants prior to the sale.

17:43:25

In addition to the product in the marijuana, the environmental media,

17:43:33 the soil grown in will be tested by an independent laboratory for contaminants.

17:43:36

All subtle vague and ambiguous facilities in Massachusetts will have

17:43:45 to satisfy the minimum energy requirements established by the Cannabis Control Commission and will

17:43:59 be required to mission -- annual reports to the commission to show how we're remaining compliant with the

17:44:02 energy efficiency standards.

17:44:14

All of our products edible products will be prepared and handled and

17:44:22 stored within GMP -- good manufacturing processes -- and all of the flowers and marijuana products we

17:44:28 will be practicing will be packaged and labeled within the commission's regulations.

17:44:38

No edibles to be produced will be in the shape of human, animal, or
17:44:43 sporting equipment or artistic rendering.

17:44:48

None of the products we produce are going to appeal to children.

17:44:57

Everything that we produce is intended for adults 21 years of age and older.

17:45:05

So diversion is a big concern with the state and obviously with our own operations.

17:45:13

The idea here is that we don't want anybody who is not supposed to be

17:45:15 getting these products to get the products.

17:45:20

That's anyone 21 years of age and younger is not supposed to get

17:45:21 marijuana or marijuana products.

17:45:26

So if any of our agents or people working in the facility are found out

17:45:33 that have diverted cannabis from the cultivation facility or products from
the manufacturing facility to anyone

17:45:40 under the age of 21 that will be terminated immediately and that will be
reported to the Cannabis Control

17:45:40 Commission.

17:45:48

We are prohibited to marketing and brand practices that appeal of anyone

17:45:50 under the age of 21.

17:46:04

Similarly we will not hire someone under the age of 21 or someone with

17:46:05 conviction of -- minors.

17:46:10

We are not selling products appealing to minors and all marketing and

17:46:17 advertising and branding materials will have necessary warnings which will
include for use of adults only and

17:46:18 keep out of reach of children.

17:46:24

The website will require you to attest to the fact that you're 21 years of

17:46:27 age or older in order to access it.

17:46:44

Our goal is to be a good corporate citizen and neighbor.

17:46:48

We want to make sure nothing is happening on the facility that is

17:46:56 creating a nuisance and in order to prevent nuisance we will have video
and live surveillance which will be

17:47:05 available to ensure that the establishment and the surrounding areas,
nothing is occurring that is

17:47:06 not supposed to be occurring.

17:47:14

So any disturbance of the peace, public consumption of cannabis,

17:47:17 illegal drug activity under state or local law.

17:47:25

Loitering or littering or illegal parking or queuing patrons or any

17:47:26 obstructions of public or private way.

17:47:29

This is a cultivation and manufacturing facility.

17:47:35

We don't expect there to be a lot of the nuisance issues that you would see
17:47:37 for a retail facility.

17:47:44

But it's important to know that we're cognizant of the nuisances that often
17:47:52 are the case with other marijuana establishments and that we're prepared
to take steps in order to prevent them.

17:47:59

We will work diligently are Attleboro and with stakeholders to ensure that
17:48:07 we address nuisance concerns that are brought to our attention and find
out ways to mitigate any nuisance that
17:48:09 does occur.

17:48:19

Because this is the cannabis industry, it's highly regulated from a security
standpoint.

17:48:26

Our plan is to have a comprehensive security system and processes and
17:48:27 procedures put in place.

17:48:32

Basically we are going to hire professional security and alarm
17:48:39 company to design, implement, and monitor the facility to ensure it's safe
for employees, customers, and the
17:48:41 local community.

17:48:49

The exterior of the facility will be sufficiently lit and foliage will be
17:48:53 minimized to ensure there's clear visibility of the area at all times.

17:48:56

That's not a public facility.

17:49:05

So only Briarleaf's registered agents and lawful visitors, contracts or
17:49:12 vendors who are there for an authorized purpose are going to be allowed
access to the facility and a visitor log will
17:49:18 be maintainnd perpetuity to ensure had a we're keeping track of the people
that enter and exit the facility.

17:49:24

You won't be able to enter the facility unless you have an agent
17:49:31 badge and all visitors will have to have a visitor panel and have to be
lognd and escorted by a buyer leaf
17:49:32 agent or security agent.

17:49:39

There will be security personnel on site during all business hours and
17:49:48 24/7 monitoring of the facility during business hours and obviously off
hours as well.

17:49:56

The alarm -- the system consists of cameras but also perimeter alarms at
17:49:58 all entrances and exits.

17:50:05

Including windows and then you have rest, panic, and holdup alarmed

17:50:12 connected to local law enforcement to ensure that this is efficient notification and response in the event

17:50:14 of any type of security threat.

17:50:20

The system will have a failure notification, a system that the

17:50:28 immediately alert a Briarleaf executive or the local police if any type of system failure occurs and there will

17:50:36 be a back up power system to ensure the security system remained in place in the event of a power outage.

17:50:42

Anywhere where marijuana is located in the facility there will be

17:50:53 surveillance coverage and to the extent the Attleboro police department wants access we can provide access if

17:51:01 they need to see the facility running safely and in the event that something does happen.

17:51:08

It's important to talk about the fact that these businesses provide

17:51:10 significant benefits to the municipality.

17:51:16

And In addition to being a good corporate citizen we want to make sure

17:51:19 we're giving back and to Attleboro.

17:51:26

One mainly or way we're doing that is with jobs and priority hiring.

17:51:35

The facility's estimates to have 20, 25 full or part-time jobs with a

17:51:39 preference to Attleboro residents.

17:51:44

All marijuana establishments are required to have host community

17:51:53 agreements with their host municipality which provides monetary benefits back to the city.

17:52:02

The access, the products that we are creating will be beneficial to

17:52:09 cannabis consumers in the Commonwealth and the retailers that we provide our products to.

17:52:15

So providing access to high quality cannabis and cannabis product -- a

17:52:21 huge benefit to cannabis consumers and the City of Attleboro.

17:52:24

There's a big control element as I discussed.

17:52:33

The -- we go work cooperatively with Attleboro police department and other

17:52:41 municipal organization to see provide access to our facility and to our security and get their feedback to

17:52:51 ensure that we are operating safely and efficiently and in a manner that is consistent with what the city expects.

17:52:53

Responsibility.

17:53:02

All of the people that work with the Briarleaf or are associated with

17:53:10 Briarleaf at the executive or management level are going to be background

check the to ensure that

17:53:14 there are no potential disqualifying issues that would prevent them from working.

17:53:18

And you know, as I talked about earlier on in the presentation, the

17:53:30 Management Team comprised of experienced business, real estate, and cultivation professionals that know

17:53:38 how to get these operations up and running and profitable and safe and efficient.

17:53:52

So that is really the quick presentation of the community outreach.

17:53:56

And providing you with information about what it is that we're doing, who

17:53:58 we are, and how we're planning on doing it.

17:54:05

I know we covered a lot there, but we can open it up to questions and I am

17:54:08 happy to answer anything that has come in.

17:54:10

Annie?

17:54:12 Anything?

17:54:14

>> ANNIE NAGLE: We have no open questions at this time.

17:54:19

Just as a reminder, if you have questions, feel free to use the chat

17:54:31 box, the question, answer, or if you're dialing in, push star nine and we can call you so that you can cattle with

17:54:31 the team.

17:54:37

If you're watching this later or think of a question after the fact feel free

17:54:45 to email the address on the email we sent you.

17:54:50

>> BRANDON KURTZMAN: This is my address here and if anyone has any

17:54:53 questions, please feel free to email me.

17:54:58

I can answer it or connect you with the right team member to provide you

17:54:59 with the answer.

17:55:06

Let's give it maybe another minute to see if anybody thinks of somebody or

17:55:07 chime inside with a question.

17:55:20 chimes in with a question.

17:55:23

If not we appreciate everyone here tonight.

17:55:25

>> ANNIE NAGLE: We have a hand raise.

17:55:27

All right.

17:55:34

Caller if you would unmute yourself and identify yourself for the team and

17:55:34 go ahead.

17:55:38

You should be able to speak.

17:55:50

>> CALLER:

>> ANNIE NAGLE: Sorry, caller, we

17:55:53 can't hear you yet.

17:56:01

>> BRANDON KURTZMAN: Did they hit star nine?

17:56:06

>> ANNIE NAGLE: They raised their hands and I enabled their talking but

17:56:08 caller you're going to have to unmute yourself.

17:56:11

I don't have that capability.

17:56:34

We do have a hand raised from our call in attendee.

17:56:40

It's the last four digits of the phone number are 8019.

17:56:46

Please, if that identifies you, go ahead and unmute yourself and ask your question.

17:56:57

>> BRANDON KURTZMAN: Do they have to hit star nine to unmute themselves?

17:57:00

>> ANNIE NAGLE: It's star nine to raise their hand.

17:57:04

I don't know what it is to unmute.

17:57:04

>> BRANDON KURTZMAN: Okay.

17:57:08

>> ANNIE NAGLE: Give me one second.

17:57:11

Hang on, caller.

17:57:18

We'll give it one minute.

17:57:25

Let's see.

17:57:30

Caller, try star six to unmute yourself.

17:57:43

>> CALLER:

>> ANNIE NAGLE: We should be able to

17:57:44 hear you now.

17:57:45

Excellent.

17:57:53

>> CALLER:

>> BRANDON KURTZMAN: Caller, you are

17:57:56 unmuted and you are free to speak.

17:57:59

>> CALLER: I'm trying.

17:58:01

>> BRANDON KURTZMAN: We got you now.

17:58:09

>> CALLER: Sorry about that this is Chuck from EMS facility director and
17:58:11 I'm the current President of the ACC A.

17:58:17

Earlier you mentioned that you are just going to be a manufacturer

17:58:20 retailer; is that correct?

17:58:28

>> BRANDON KURTZMAN: So the -- this Community Outreach Meeting is for an
17:58:34 adult use cultivate or and an adult use manufacturer.

17:58:39

There's also a host community agreement and approval for a

17:58:42 medical retail facility at this property.

17:58:50

But that is only a medical facility, not an adult use retail facility.

17:58:58

>> CALLER: So what do you anticipate to be the traffic on site within the
17:59:00 first six months, first year?

17:59:03 I know initially you're going to start small and then expand.

17:59:08

Could you expand on that a little bit in terms of the amount of traffic

17:59:09 that's going to be on site.

17:59:13

Number of people per day, potentially.

17:59:21

>> BRANDON KURTZMAN: So I want to say that in Mazz Mazz right now, I want to
17:59:24 say there are 95,000 registered patients.

17:59:31

Only residential medical marijuana patients would be allowed access to

17:59:34 the retail part of this operation.

17:59:49 95,000 patients spread among the Commonwealth.

17:59:54

The majority of cannabis sales are not medical sales.

17:59:57

They are adult use sales.

18:00:04

I wouldn't anticipate that there is going to be a significant increase in

18:00:13 traffic based on retail visits or medical marijuana patient visits to this
facility.

18:00:23

I don't know the specific numbers but what we've seen is that, you know,

18:00:29 whereas when the first medical marijuana facility opened in Brooklyn
Massachusetts and there was one,

18:00:34 there were a ton of people and it created a lot of traffic issues.

18:00:46

Since one, more medical dispensaries are built but more importantly since

18:00:55 more adult use dispensaries are open but I want to say -- I want
to say 127 retail marijuana dispensaries.

18:01:00

The result has been a significant decrease in some of the initial

18:01:01 traffic issues that we saw.

18:01:04

But that is for adult use.

18:01:10

So I don't anticipate that there's going to be any increase in traffic

18:01:15 based on this use, you know, from prior uses.

18:01:23

Given that there's limitations and this is just a cultivation and

18:01:31 manufacturing facility primarily and secondarily we'll have a small medical retail component or may have a small

18:01:33 medical retail component.

18:01:38

>> CALLER: Is there any chance in the future that there's a possibility

18:01:42 that you would convert to adult use retail?

18:01:50

>> BRANDON KURTZMAN: Under our current host community agreement we're

18:02:00 explicitly prohibited from opening an adult use retailer and we would have to go back to the City of Attleboro to

18:02:01 get adult use.

18:02:06

We're not planning to open up a retail facility at this location.

18:02:15

Strategically it would generally make sense to open up a retail facility not

18:02:19 in an industrial zone but more in a retailer or a commercial zone.

18:02:26

But, again, our primary focus really is the cultivation and the production

18:02:27 of marijuana.

18:02:31

Not the retail side.

18:02:32

>> CALLER: Okay.

18:02:39

I know this whole process came up a few years ago for this site and I

18:02:45 think there was a fair number if not most of the other tenants were opposed to this facility.

18:02:48

Has anything changed in that time frame, do you know?

18:02:56 In terms of acceptance to this or continued anticipation that there could be other problems associated

18:03:02 with facilities like this on our industrial park?

18:03:09

>> BRANDON KURTZMAN: I mean, all of the, you know, all of the tenants or

18:03:21 all of the abutters as a requirement for this meeting received notice and certainly had an opportunity to attend

18:03:25 and ask questions and voice concerns.

18:03:39

I'm not aware of any change in attitude for the positive or negative

18:03:39 from the residents.

18:03:48

I think that, you know, ultimately, there's been, you know, I'd say more

18:03:57 or less an understanding that this is a use allowed this area that

professional operators have the
18:04:06 ability to create these facilities and run them safely and efficiently and
be good neighbors and I would hope that
18:04:24 the fact that we're not seeing an out pouring of opposition from events
like tonight that it's indicative they've
18:04:28 come to terms with the endeavors of our facility.
18:04:33
>> CALLER: Thank you.
18:04:33
>> ANNIE NAGLE: Thank you.
18:04:35
And thank you very much for your patience.
18:04:38
>> CALLER: No problem.
18:04:43
>> ANNIE NAGLE: It looks as though we don't have any remaining questions.
18:04:46
I think we're good.
18:04:47
>> BRANDON KURTZMAN: All right.
18:04:48
Well, thank you very much.
18:04:50
Again, this is recorded.
18:04:56
So, of course, you can get a recording of it.
18:05:01
Any questions come up, feel free to email me and thank you everybody for
18:05:07 your time and I hope everyone has a very nice holiday weekend.
18:05:09
>> ANNIE NAGLE: Bye.

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that Briarleaf, LLC will hold a Virtual Community Outreach Meeting on **May 27, 2021** at 5:30 PM relative to its proposal to site a co-located Medical and Adult Use Marijuana Cultivation and Product Manufacturing Facility at 527 Pleasant Street, Attleboro, MA 02703.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.*

The Virtual Community Outreach Meeting is available through Zoom using the following web link: <https://us02web.zoom.us/j/82921652410>. Participants may also dial in by telephone using the phone number: 646-558-8656 with meeting ID 82921652410#. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting at BriarleafAttleboro.squarespace.com.

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the meeting after the presentation.

From: Rebecca Rutenberg <rebecca@vicentesederberg.com>
Date: Tuesday, May 11, 2021 at 8:56 AM
To: "cityclerk@cityofattleboro.us" <cityclerk@cityofattleboro.us>
Subject: Briarleaf, LLC - Public Meeting Notice

Attachment B

Hello,

Please find the attached public meeting notice on behalf of Briarleaf, LLC. If we can provide additional information, please don't hesitate to ask.

Best,

Becca

--

Rebecca Rutenberg
Director of Strategic Affairs

Vicente Sederberg LLP
2 Seaport Ln., 11th Floor
Boston, MA 02210
Cell: 610-675-5958
Rebecca@VicenteSederberg.com
VicenteSederberg.com

[Confidentiality Notice](#)

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<input type="checkbox"/> Add-S Signature Required	\$ _____

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PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Briarleaf, LLC (“Briarleaf”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

To support such populations, Briarleaf has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact the following groups:

- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.

Goals

Briarleaf has established the following goals:

1. Provide resources for criminal justice reform, specifically around Massachusetts residents who have past drug convictions through participation in annual expungement events; and
2. Recruit Massachusetts who have past drug convictions for entry level, management and executive positions with the goal of 10% of staff being Massachusetts residents who have past drug convictions or Massachusetts residents with parents or spouses who have drug convictions.

Programs

Briarleaf has developed specific programs to effectuate its stated goals to positively impact the groups identified above. Such programs will include the following:

1. For individuals affected by the criminalization of drug offenses, Briarleaf will:
 - a. Participate in or support annual expungement events with the goal of covering the legal fees for at least 5 individuals who have otherwise been unable to pay for their expungement.
 - b. Engage in active employment outreach efforts for Massachusetts residents with past drug convictions.
 - i. Briarleaf will post job advertisements (as positions become available, but not less than annually) with job boards that are intended to target individuals with past drug convictions, which may include 70MillionJobs.com.
 - ii. During Briarleaf’s expungement efforts, Briarleaf will disclose any open positions at Briarleaf to participants and direct them to apply.
 - iii. Briarleaf will ensure that any hiring practices instituted with respect to Massachusetts residents who have past drug convictions or Massachusetts

residents with parents or spouses who have drug convictions are done in accordance with “Ban the Box” standards.

Measurements

The Chief Administrative Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure Briarleaf continues to meet its commitments. Such measurable outcomes, in accordance with Briarleaf’s goals and programs described above, include:

- For our criminal record expungement program, Briarleaf intends to achieve record expungement for at least 5 individuals per year.
 - Briarleaf will document any expungement events that it participates in, as well as the number of individuals that Briarleaf assists with their expungement
- To further positively impact communities disproportionately impacted by the criminalization of cannabis, we intend to achieve an overall hiring level of 10% from disproportionately impacted groups.
 - Briarleaf will document any job advertisements placed with job boards intended to target individuals with past drug convictions, as well as any applications received from such job advertisements.

Beginning upon receipt of Briarleaf’s first Provisional License from the Commission to operate a Marijuana Establishment or Medical Marijuana Treatment Center in the Commonwealth, Briarleaf will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Chief Administrative Officer will review and evaluate Briarleaf’s measurable outcomes no less than twice annually to ensure that Briarleaf is meeting its commitments. Briarleaf is mindful that demonstration of the Plan’s progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- Briarleaf 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 Marijuana Establishment and Medical Marijuana Treatment Center.
- Any actions taken, or programs instituted, by Briarleaf will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.



William Francis Galvin
Secretary of the
Commonwealth

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

November 10, 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

BRIARLEAF, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **December 26, 2017**.

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:
JONATHAN L. BRUCKS

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JONATHAN L. BRUCKS**

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



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

William Francis Galvin

Secretary of the Commonwealth

**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, Schuyler Boylan, an authorized representative of Briarleaf, LLC, certify that Briarleaf, LLC does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.

Schuyler Boylan
Signature

11/11/21
Date

Name: Schuyler Boylan

Title: manager

Entity: Briarleaf LLC



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

mass.gov/dor

Letter ID: L0987767488
Notice Date: December 1, 2021
Case ID: 0-001-325-476



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BRIARLEAF LLC
527 PLEASANT ST STE A
ATTLEBORO MA 02703-2478

Why did I receive this notice?

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

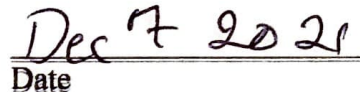
BRIARLEAF, LLC

ATTESTATION REGARDING INDIVIDUALS WITH DIRECT OR INDIRECT CONTROL

Signed under the pains and penalties of perjury, I, Schuyler Boylan, an authorized representative of Briarleaf, LLC, do hereby attest to the following:

- Schuyler Boylan is currently the only Person Having Direct or Indirect Control of Briarleaf, LLC.
- Jonathan Brucks is no longer a Person Having Direct or Indirect Control of Briarleaf, LLC.
- If Briarleaf, LLC intends to add a Person Having Direct or Indirect Control, it will submit a Change of Ownership and Control Application to the Commission and receive approval for the Application prior to making any such changes.


Signature


Date

Name: Schuyler Boylan

Title: Manager

Entity: Briarleaf, LLC



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001304628

The date of filing of the original certificate of organization: 12/26/2017

1.a. Exact name of the limited liability company: BRIARLEAF, LLC

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

2a. Location of its principal office:

No. and Street: 135 KIMBALL ROAD

City or Town: CARLISLE State: MA Zip: 01741 Country: USA

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

TO ACQUIRE, OWN, MANAGE, IMPROVE REAL ESTATE; AND TO CARRY ON ANY LAWFUL BUSINESS, TRADE, PURPOSE OR ACTIVITY

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: EDWARD J. CASEY

No. and Street: COOGAN SMITH, LLP

144 BANK STREET

City or Town: ATTLEBORO State: MA Zip: 02703 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	SCHUYLER BOYLAN	135 KIMBALL ROAD CARLISLE, MA 01741 USA

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

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

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record

any recordable instrument purporting to affect an interest in real property:

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

9. Additional matters:

10. State the amendments to the certificate:

2(A). EDITED LOCATION OF PRINCIPAL OFFICE TO 135 KIMBALL ROAD, CARLISLE, MA 01741
6. EDITED ADDRESS OF MANAGER TO 135 KIMBALL ROAD, CARLISLE, MA 01741

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

SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of December, 2021,
SCHUYLER BOYLAN , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

December 06, 2021 10:06 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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: 0013046281. The exact name of the limited liability company is: BRIARLEAF, LLC

2a. Location of its principal office:

No. and Street: 54 TAYLOR ROADCity or Town: FOXBOROUGHState: MAZip: 02035Country: USA

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

No. and Street: 54 TAYLOR ROADCity or Town: FOXBOROUGHState: MAZip: 02035Country: USA

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

TO ACQUIRE, OWN, MANAGE, IMPROVE REAL ESTATE; AND TO CARRY ON ANY LAWFUL BUSINESS, TRADE, PURPOSE, OR ACTIVITY.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: EDWARD J. CASEYNo. and Street: 8 N. MAIN STREETSUITE 201City or Town: ATTLEBOORState: MAZip: 02703Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JONATHAN L. BRUCKS	54 TAYLOR ROAD FOXBOROUGH, MA 02035 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
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8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

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

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 26 Day of December, 2017,
EDWARD J. CASEY

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

THE COMMONWEALTH OF MASSACHUSETTS

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

December 26, 2017 10:32 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**Operating Agreement for Briarleaf, LLC
A Massachusetts Limited Liability Company**

This Operating Agreement (the "Agreement") is made effective as of January 15, 2018, by and among and those Persons (the "Members") identified in Exhibit A.

In consideration of the mutual covenants and conditions herein, the Members agree as follows:

**ARTICLE I.
ORGANIZATION**

1.1 Formation and Qualification. The Members have formed a limited liability company (the "Company") under the Massachusetts Limited Liability Company Act (the "Act") by filing on December 26, 2017 of a Certificate of Organization in the office of the Secretary of the Commonwealth of the Commonwealth of Massachusetts.

1.2 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, including the Massachusetts Limited Liability Company Act, (the "Act") as amended from time to time, without regard to Massachusetts' conflicts of laws principles. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that any provision of this Agreement is inconsistent with any provision of the Act, this Agreement shall govern to the extent permitted by the Act.

1.3 Name. The name of the Company shall be "Briarleaf, LLC." The business of the Company may be conducted under that name or, on compliance with applicable laws, any other name that the Manager deems appropriate or advisable. The Manager on behalf of the Company shall file any certificates, articles, fictitious business name statements and the like, and any amendments and supplements thereto, as the Manager consider appropriate or advisable.

1.4 Term. The term of the Company commenced on the filing of the Articles of Organization and shall be perpetual unless dissolved as provided in this Agreement.

1.5 Office and Agent. The principal office of the Company shall be at such place or places of business within or outside the Commonwealth of Massachusetts as the Manager may determine. The Company shall continuously maintain a registered agent in the Commonwealth of Massachusetts as required by the Act. The registered agent shall be as stated in the Certificate or as otherwise determined by the Manager.

1.6 Purpose of Company. The purpose of the Company is to engage in all lawful activities, including, but not limited to the acquisition and development of real estate.

**ARTICLE II.
MEMBERSHIP INTERESTS, VOTING AND MANAGEMENT**

Section 2.1 Initial Members. The initial Members of the Company are the Members who are identified in Exhibit A.

Section 2.2 Classification of Membership Interests. The Company shall issue Class A, Voting Capital ("Voting Capital"), to the Voting Members (the "Voting Members"). The Voting Members

shall have the right to vote upon all matters upon which Members have the right to vote under the Act or under this Agreement, in proportion to their respective Percentage Voting Interest ("Percentage Voting Interest") in the Company. The Percentage Voting Interest of a Voting Member shall be the percentage that is derived when the Member's Voting Capital account is divided by the total of all the Voting Capital accounts.

The Company may issue Class B, Nonvoting Capital ("Nonvoting Capital"). Members may own interests in both Voting Capital and Nonvoting Capital. Members who own interests only in Nonvoting Capital ("Nonvoting Members") shall have no right to vote upon any matters. Notwithstanding, to the extent otherwise permitted by this agreement, a Nonvoting Member shall have the right to file or participate in a mediation or an arbitration action, and shall be bound by an amendment to this agreement only if he signs such amendment.

Section 2.3 Percentage Ownership and Voting Interests. A Member's Ownership Interest ("Ownership Interest") is the total of his interests in Voting Capital and Nonvoting Capital, together with all the rights, as a Member of the Company, that arise from such interests. The Percentage Ownership Interest ("Percentage Ownership Interest") of a Member shall be calculated by adding together that Member's Voting Capital Account and Nonvoting Capital Account, and then dividing this sum by the total of all the Member's Voting Capital and Nonvoting Capital Accounts.

The Members shall have the initial Ownership, Percentage Ownership and Percentage Voting Interests in the Company that are identified in Exhibit A, immediately following the making of the capital contributions set forth therein.

Section 2.4 Management by Manager. The Manager shall manage the Company and shall have the right to act upon all matters upon which Manager has the right to under the Act or under this Agreement. The Manager may be a Voting Member and/or a Nonvoting Member.

The Nonvoting Members shall have no right to vote or otherwise participate in the management of the Company.

No Member shall, without the prior written consent of the Manager, take any action on behalf of, or in the name of, the Company, or enter into any contract, agreement, commitment or obligation binding upon the Company, or perform any act in any way relating to the Company or the Company's assets.

Section 2.5 Personal Services No Member shall be required to perform services for the Company solely by virtue of being a Member. Unless approved by the Manager, no Member shall perform services for the Company or be entitled to compensation for services performed for the Company.
Section 2.6 Duties of Parties Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and entities or persons who are affiliated with a Member. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms and will, therefore, be without any of the disabilities or consequences of self-dealing, so long as any such dealing or transaction is reasonably intended to be in the best interests of the Company.

Section 2.7 Liability of Members. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

Section 2.8 New Members. The Manager may issue additional Voting Capital or Nonvoting Capital and thereby admit a new Member or Members, as the case may be, to the Company, only if such new Member (i) is approved unanimously by the Voting Members; (ii) delivers to the Company his required capital contribution; (iii) agrees in writing to be bound by the terms of this Agreement by becoming a party hereto; and (iv) delivers such additional documentation as the Manager shall reasonably require to so admit such new Member to the Company.

Upon the admission of a new Member or Members, as the case may be, to the Company, the capital accounts of Members, and the calculations that are based on the capital accounts, shall be adjusted appropriately. Any changes in ownership of LLC interests will be indicated on amendments to Exhibit A and signed by the parties to this agreement.

ARTICLE III. MANAGEMENT: RIGHTS, POWERS, AND DUTIES

Section 3.1 Initial Manager. The initial Manager of the Company shall be Jonathan Brucks ("Manager"). The Manager shall serve for an indefinite term or until such Manager dies, becomes incapacitated, resigns or is removed for Cause by a Majority Vote of the Class A Members or if there is no Class A Member, by a Majority Vote of the Class B Members. "Cause" for the purpose of this Agreement is defined as (i) fraud, misappropriation or embezzlement, (ii) executive's intentional breach of the provisions of this agreement, (iii) executives repeated willful failure to perform services hereunder. For purposes of this paragraph, an act, or a failure to act, shall not be deemed willful or intentional, as those terms are defined herein, unless it is done, or omitted to be done, in bad faith or without a reasonable belief that the action or omission was in the best interest of company.

Section 3.2 Member Limitations. No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to act for the Company solely by virtue of being a Member. This Section supersedes any authority granted to the Members pursuant to the Act. Any Member who takes any action or binds the Company in violation of this Section shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

Section 3.3 Manager's Authority. All powers of the Company shall be exercised by or under the authority of the Manager. Decisions of the Manager within the Manager's scope of authority shall be binding upon the Company and each Member.

Section 3.4 Operational Control. The business and affairs and day-to-day operations of the Company shall be managed under the direction and control of the Manager.

Section 3.5 Documents and Instruments. The Manager shall have the full power to execute, for and on behalf of the Company, any and all documents and instruments which may be necessary to carry on the business of the Company, including, without limitation, any and all deeds, contracts, leases, mortgages, deeds of trust, promissory notes, security agreements, and financing statements pertaining to the Company's assets or obligations. The Manager shall have the authority to include in those documents a clause authorizing the confession of judgment against the Company. No person dealing with the Manager need inquire into the validity or propriety of any document or instrument executed in the name of the Company by the Manager, or as to the authority of the Manager in executing the same.

Section 3.6 Compensation. The Manager shall be entitled to reasonable compensation for services performed for the Company. Additionally, upon substantiation of the amount and purpose thereof,

the Manager shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

Section 3.7 Exculpation and Indemnification. Any current or prior Manager shall not be liable, responsible, or accountable, in damages or otherwise, to any Member or to the Company for any act performed within the scope of the authority conferred on the Manager by this Agreement, except for fraud, willful misconduct or recklessness, and actions or failures to act that constitute violations of fiduciary duty.

Any current or prior Manager shall not be liable to any Member under this Agreement for any diminution in that Member's interest as a result of the exercise or non-exercise of any power given to the Manager by this Agreement, except for fraud, willful misconduct or recklessness, and actions or failures to act that constitute violations of fiduciary duty. Any prior or current Manager shall be deemed to have acted within the scope of the Manager's authority, to have exercised reasonable care, good faith, diligence, and prudence in the services provided as the Manager, and to have acted without malfeasance unless the contrary be proved by affirmative evidence. The Company shall indemnify and hold harmless and defend any prior or current Manager against and from all claims, losses, costs (including any costs of defense incurred by such Manager), expenses, damages and liabilities, joint or several, real or asserted, incurred or suffered or asserted against any prior or current Manager by any person or entity, arising from the services provided as and the activities of the prior or current Manager (other than for such Manager's own malfeasance), provided, however, that any indemnity under this Section shall be provided out of and to the extent of the assets of the Company only; and in case any action or proceeding be brought against such prior or current Manager by reason of any such claim, loss, costs, expenses, damages and liabilities, the Company shall resist or defend, such action or proceeding by counsel reasonably satisfactory to such Manager. No amendment to this Agreement may retroactively alter the rights of any prior or current Manager under this Section.

Section 3.8 Grant of Power of Attorney. Each Member constitutes and appoints the Manager as the Member's true and lawful attorney-in-fact ("Attorney-in-Fact"), and in the Member's name, place and stead, to make, execute, sign, acknowledge, and file, after appropriate approval for the underlying action has been obtained in accordance with the terms of this Agreement:

- 1) One or more articles of organization;
- 2) All documents (including amendments to articles of organization) which the Attorney-in-Fact deems appropriate to reflect any amendment, change, or modification of this Agreement;
- 3) Any and all other certificates or other instruments required to be filed by the Company under the laws of the Commonwealth of Massachusetts or of any other state or jurisdiction, including, without limitation, any certificate or other instruments necessary in order for the Company to continue to qualify as a limited liability company under the laws of the Commonwealth of Massachusetts;
- 4) One or more trade or business name certificates; and
- 5) All documents which may be required to dissolve and terminate the Company and to cancel its articles of organization.

Section 3.9 Irrevocability Power of Attorney. The foregoing power of attorney is irrevocable and is coupled with an interest, and, to the extent permitted by applicable law, shall survive the death or disability of any individual Member or the dissolution of any Member which is an Entity. It also shall survive the Transfer of an Interest, except that if the transferee is approved for admission as a Member, this power of attorney shall survive the delivery of the assignment for the sole purpose of enabling the Attorney-in-Fact to execute, acknowledge and file any documents needed to effectuate the substitution. Each Member shall be bound by any representations made by the Attorney-in-Fact

acting in good faith pursuant to this power of attorney, and each Member hereby waives any and all defenses which may be available to contest, negate or disaffirm the action of the Attorney-in-Fact taken in good faith under this power of attorney.

The Manager shall devote such time to the business and affairs of the Company as is necessary to carry out the Manager's duties set forth in this Agreement.

Section 3.10 Manager's Rights. Except as otherwise expressly provided in Section 4.4.3. (self-dealing), nothing in this Agreement shall be deemed to restrict in any way the rights of the Manager, or of any entity or person affiliated in any way with the Manager, to conduct any other business or activity whatsoever, and the Manager shall not be accountable to the Company or to any Member with respect to that business or activity even if the business or activity competes with the Company's business. The organization of the Company shall be without prejudice to the rights of the Manager to maintain, expand or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each Member waives any rights the Member might otherwise have to share or participate in such other interests or activities of the Manager or the entities or persons affiliated with the Manager.

Section 3.11 Officers and Agents of the Company. The Manager may authorize any Member or Members of the Company, or other individuals or entities, whether or not a Member, to take action on behalf of the Company, as the Manager deem appropriate. Any Member may lend money to and receive loans from the Company, act as an employee, independent contractor, lessee, lessor, or surety of the company, and transact any business with the Company that could be carried out by someone who is not a Member, and the Company may receive from or pay to any Member remuneration, in the form of wages, salary, fees, rent, interest, or any form that the Manager deem appropriate.

The Manager may appoint officers of the Company who, to the extent provided by the Manager, may have and may exercise all the powers and authority of the Members or Managers in the conduct of the business and affairs of the Company. The officers of the Company may consist of a President, a Treasurer, a Secretary, or other officers or agents as may be elected or appointed by the Manager. The Manager 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 Manager.

Any action taken by a duly authorized officer, pursuant to authority granted by the Manager in accordance with this Agreement, shall constitute the act of and serve to bind the Company, and each Member hereby agrees neither to dispute such action nor the obligation of the Company created thereby.

ARTICLE IV. CAPITAL ACCOUNTS

Section 4.1 Initial Capital Contributions. Each original Member to this Agreement shall make an initial Capital Contribution to the Company in accordance with Exhibit A, at the time of each Member's execution of this Agreement.

Section 4.2 Capital Accounts. A separate capital account shall be maintained for each Member's ownership interest in Class A Voting Capital (the "Voting Capital Account") and Class B Nonvoting Capital (the "Nonvoting Capital Account").

The capital account of each Member shall be increased by (i) the amount of any cash and the fair market value of any property contributed to the Company by such Member (net of any liability secured by such contributed property that the Company is considered to assume or take subject to), (ii) the amount of income or profits allocated to such Member.

The capital account or accounts of each Member shall be reduced by (i) the amount of any cash and the fair market value of any property distributed to the Member by the Company (net of liabilities secured by such distributed property that the Member is considered to assume or take subject to on account of his ownership interest), (ii) the amount of expenses or loss allocated to the Member. If any property other than cash is distributed to a Member, the Capital Accounts of the Members shall be adjusted as if the property had instead been sold by the Company for a price equal to its fair market value and the proceeds distributed.

Guaranteed Payments ("Guaranteed Payments") for salary, wages, fees, payments on loans, rents, etc., may be made to the Members. Guaranteed Payments shall not be deemed to be distributions to the Members on account of their Ownership Interests, and shall not be charged to the Members' capital accounts.

No Member shall be obligated to restore any negative balance in his Capital Account. No Member shall be compensated for any positive balance in his Capital Account except as otherwise expressly provided herein. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with the provisions of and shall be interpreted and applied in a manner consistent with such Regulations. The Members agree that the initial Capital Accounts of the Members on the date hereof are as set forth in Exhibit A.

Section 4.3 Additional Contributions. If, at any time or times hereafter, the Manager shall determine that additional capital is required by the Company, the Manager shall determine the amount of such additional capital and the anticipated time such additional capital will be required; whether such additional capital shall be provided by the Members by way of additional Capital Contributions or by way of loans from Members; whether additional Capital Contributions, if any, shall be of in the form of Class A Voting Capital or Class B Nonvoting Capital. No Member shall be obligated, at any time, to guarantee or otherwise assume or become liable for any obligations of the Company or to make any additional Capital Contributions advances or loans to the Company, unless such obligations are specifically accepted and agreed to by such Member.

In the event that additional Class A Voting Capital is to be issued, the Voting Members who exist immediately prior to such issuance shall be provided written notice of this intent, and shall be offered in such notice the opportunity to make additional capital contributions in Class A Voting Capital in proportion to their respective Percentage Voting Interests; provided that this right, if not exercised within ninety (90) days after such notice is received, shall expire automatically, unless this period is extended by the Manager. Any loans or additional capital contributions shall be voluntary.

The capital accounts of the Members, and the calculations that are based on the capital accounts, shall be adjusted appropriately to reflect any transfer of an interest in the Company, distributions, or additional capital contributions.

ARTICLE V. MEETINGS AND VOTING

Section 5.1 Meetings of Voting Members. No regular, annual, special or other meetings of Voting Members are required to be held. Any action that may be taken at a meeting of Voting Members may be taken without a meeting by written consent in accordance with the Act. Meetings of the Voting Members, for any purpose or purposes, may be called at any time by a majority of the Voting Members, or by the Manager of the Company. The Manager may designate any place as the place of meeting for any meeting of the Voting Members. If no designation is made, the place of meeting shall be the principal place of business of the Company.

Section 5.2 Notice of Meetings. In the event that a meeting of the Voting Members is called, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five nor more than sixty business days before the date of the meeting unless otherwise provided, either personally or by mail or by email, by or at the direction of the Members calling the meeting, to each Voting Member. Notice of a meeting need not be given to any Voting Member who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Voting Member.

Section 5.3 Record Date. For the purpose of determining Voting Members entitled to notice of or to vote at any meeting of Voting Members or any adjournment thereof, the date on which notice of the meeting is provided shall be the record date for such determination of the Voting Members. When a determination of Voting Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

Section 5.4 Quorum. Members holding at least 67% of the Voting Capital in the Company represented in person, by telephonic participation, or by proxy, shall constitute a quorum at any meeting of Voting Members. In the absence of a quorum at any such meeting, a majority of the Voting Members so represented may adjourn the meeting from time to time for a period not to exceed sixty days without further notice. However, if the adjournment is for more than sixty days, or if after the adjournment a new record date is fixed for another meeting, a notice of the adjourned meeting shall be given to each Voting Member. The Voting Members present at a duly organized meeting may continue to transact business only as previously provided on the agenda until adjournment, notwithstanding the withdrawal during such meeting of that number of Voting Members whose absence would cause less than a quorum.

Section 5.5 Voting. If a quorum is present, a unanimous vote of the Voting Members so represented shall be the act of the Members, unless the vote of a lesser proportion or number is otherwise required by the Act, by the Certificate or by this Agreement. The Members shall, be entitled to vote on those matters requiring approval of their appropriate class of membership as set forth in this Agreement, the Articles or the Act. Subject to any other provisions of this Agreement and without limiting the foregoing, the following matters specified in this Section shall require the approval of the Class A Members by Unanimous Vote, if there is a Class A Member or if there is no Class A Member, by approval of the Class B Members by Unanimous Vote:

- 1) A sale, exchange or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan;
- 2) A merger, consolidation, stock exchange, or similar transaction involving the Company and another limited liability company, limited partnership, corporation or other legal entity;
- 3) Incurring indebtedness for borrowed money, or the execution of bonds, guarantees, surety bonds, notes, mortgages, pledges, security agreements or confessions of judgment for or on behalf of the Company, other than pursuant to an already established line of credit.
- 4) If the Manager dies, resigns, becomes incapacitated or is removed for Cause, a successor Manager shall be appointed by a Majority Vote of the Class A Members, or if there is no Class A

Member, by a Majority Vote of the Class B Members. Notice of such appointment shall be given by written instrument delivered to each Member.

Unless the context requires otherwise, in this Agreement, the terms "Member" or "Members," without the qualifiers "Voting" or "Nonvoting," refer to the Voting and Nonvoting Members collectively; and the terms "Manager" or "Managers" refers to the Manager or Managers then in place.

Section 5.6 In Lieu of Meeting. In lieu of holding a meeting, the Members may Vote or otherwise take action by a written instrument indicating the consent for such action of Members holding the required percent of the Percentages then held by Members.

ARTICLE VI. **ALLOCATIONS AND DISTRIBUTIONS**

Section 6.1 Allocations of Profits and Losses. Profits and Losses, after deducting Guaranteed Payments, shall be allocated among the Members in proportion to their Percentage Ownership Interests. Any special allocations necessary to comply with the requirements set forth in Internal Revenue Code Section 704 and the corresponding Regulations, including, without limitation, the qualified income offset and minimum gain chargeback provisions contained therein, shall be made if the Manager deem these actions to be appropriate.

Section 6.2 Distributions. Subject to applicable law and any limitations elsewhere in this Agreement, the Manager shall determine the amount and timing of all distributions of cash, or other assets, by the Company. Except as otherwise provided in this Agreement, all distributions shall be made to all the Members, in proportion to their Percentage Ownership Interests. Except as otherwise provided in this Agreement, the decision as to whether to make distributions shall be within the sole discretion of the Manager.

All such distributions shall be made only to the Members who, according to the books and records of the Company, are the holders of record on the actual date of distribution. The Manager may base a determination that a distribution of cash may be made on a balance sheet, profit and loss statement, cash flow statement of the Company or other relevant information. Neither the Company, Manager, nor the Members shall incur any liability for making distributions.

Section 6.3 Form of Distribution. No Member has the right to demand and receive any distribution from the Company in any form other than money. No Member may be compelled to accept from the Company a distribution of any asset in kind in lieu of a proportionate distribution of money being made to other Members except on the dissolution and winding up of the Company.

ARTICLE VII. **TRANSFER AND ASSIGNMENT OF INTERESTS**

Section 7.1 Resignation of Membership and Return of Capital. For a period of two (2) years after the Articles of Organization for the Company are filed ("the filing"), no Member may voluntarily resign his membership in the Company, and no Member shall be entitled to any return of capital from the company, except upon the written consent of all of the other Voting Members. Subsequent to the second year after the filing, a Member may voluntarily resign his membership, and such Member shall be entitled to utilize the procedures set forth herein at Section 7.3 Restrictions on Transfer to transfer, sell, or otherwise dispose of the Member's interest.

Section 7.2 Death of a Member. Upon the death of a Member, the Member's estate or beneficiary or beneficiaries, as the case may be, shall be entitled to utilize the procedures set forth herein at Section 7.3 Restrictions on Transfer to transfer, sell, or otherwise dispose of the Member's interest.

Section 7.3 Restrictions on Transfer. Except (i) as otherwise provided in this Article or (ii) upon the unanimous consent of all of the other Voting Members, no Member shall sell, hypothecate, pledge, assign or otherwise transfer, with or without consideration, any part or all of his Ownership Interest in the Company to any other person or entity (a "Transferee"), without first offering (the "Offer") that portion of his or her Ownership Interest in the Company subject to the contemplated transfer (the "Offered Interest") first to the Company, and secondly, to the other Voting Members, at the purchase price (hereinafter referred to as the "Transfer Purchase Price") and in the manner as prescribed in the Offer.

The Offering Member shall make the Offer first to the Company by written notice (hereinafter referred to as the "Offering Notice"). Within twenty (20) days (the "Company Offer Period") after receipt by the Company of the Offering Notice, the Company shall notify the Offering Member in writing (the "Company Notice"), whether or not the Company shall accept the Offer and shall purchase all but not less than all of the Offered Interest. If the Company accepts the Offer to purchase the Offered Interest, the Company Notice shall fix a closing date not more than twenty-five (25) days (the "Company Closing Date") after the expiration of the Company Offer Period.

In the event the Company decides not to accept the Offer, the Offering Member or the Company, at his or her or its election, shall, by written notice (the "Remaining Member Notice") given within that period (the "Member Offer Period") terminating ten (10) days after the expiration of the Company Offer Period, make the Offer of the Offered Interest to the other Voting Members, each of whom shall then have a period of twenty-five (25) days (the "Member Acceptance Period") after the expiration of the Member Offer Period within which to notify in writing the Offering Member whether or not he or she intends to purchase all but not less than all of the Offered Interest. If two (2) or more Voting Members of the Company desire to accept the Offer to purchase the Offered Interest, then, in the absence of an agreement between them, such Voting Members shall have the right to purchase the Offered Interest in proportion to their respective Percentage Voting Interests. If the other Voting Members intend to accept the Offer and to purchase the Offered Interest, the written notice required to be given by them shall fix a closing date not more than sixty (60) days after the expiration of the Member Acceptance Period (hereinafter referred to as the "Member Closing Date").

The aggregate dollar amount of the Transfer Purchase Price shall be payable in cash on the Company Closing Date or on the Member Closing Date, as the case may be, unless the Company or the purchasing Voting Members shall elect by written notice that is delivered to the Offering Member, prior to or on the Company Closing Date or the Member Closing Date, as the case may be, to purchase such Offered Interest in four (4) equal annual installments, with the first installment being due on the Closing Date.

If the Company or the other Voting Members fail to accept the Offer or, if the Offer is accepted by the Company or the other Voting Members and the Company or the other Voting Members fail to purchase all of the Offered Interest at the Transfer Purchase Price within the time and in the manner specified, then the Offering Member shall be free, for a period (hereinafter referred to as the "Free Transfer Period") of sixty (60) days from the occurrence of such failure, to transfer the Offered Interest to a Transferee; provided, however, that if all of the other Voting Members other than the Offering Member do not approve of the proposed transfer by unanimous written consent, the Transferee of the Offered Interest shall have no right to become a Member or to participate in the

management of the business and affairs of the Company as a Member or Manager, and shall only have the rights of an Assignee and be entitled to receive the share of profits and the return of capital to which the Offering Member would otherwise have been entitled. A Transferee shall be admitted as a Member of the Company, and as a result of which he or she shall become a substituted Member, with the rights that are consistent with the Membership Interest that was transferred, only if such new Member (i) is approved unanimously by the Voting Members; (ii) delivers to the Company his required capital contribution; (iii) agrees in writing to be bound by the terms of this Agreement by becoming a party hereto.

If the Offering Member shall not transfer the Offered Interest within the Free Transfer Period, his or her right to transfer the Offered Interest free of the foregoing restrictions shall thereupon cease and terminate.

Section 7.4 Involuntary Transfer of a Membership Interest. A creditor's charging order or lien on a Member's Membership Interest, bankruptcy of a Member, or other involuntary transfer of Member's Membership Interest, shall constitute a material breach of this Agreement by such Member. The creditor, transferee or other claimant, shall only have the rights of an Assignee, and shall have no right to become a Member, or to participate in the management of the business and affairs of the Company as a Member or Manager under any circumstances, and shall be entitled only to receive the share of profits and losses, and the return of capital, to which the Member would otherwise have been entitled. The Voting Members, including a Voting Member whose interest is the subject of the charging order, lien, bankruptcy, or involuntary transfer, may unanimously elect, by written notice that is provided to the creditor, transferee or other claimant, at any time, to purchase all or any part of Membership Interest that was the subject of the creditor's charging order, lien, bankruptcy, or other involuntary transfer, at a price that is equal to one-half (1/2) of the book value of such interest, adjusted for profits and losses to the date of purchase. The Members agree that such valuation is a good-faith attempt at fixing the value of the interest, after taking into account that the interest does not include all of the rights of a Member or Manager, and after deducting damages that are due to the material breach of this Agreement.

ARTICLE VIII.

ACCOUNTING, RECORDS AND REPORTING

Section 8.1 Books and Records. The Company shall maintain complete and accurate accounts in proper books of all transactions of or on behalf of the Company and shall enter or cause to be entered therein a full and accurate account of all transactions on behalf of the Company. The Company's books and accounting records shall be kept in accordance with such accounting principles (which shall be consistently applied throughout each accounting period) as the Manager may determine to be convenient and advisable. The Company shall maintain at its principal office all of the following:

A current list of the full name and last known business or residence address of each Member in the Company set forth in alphabetical order, together with, for each Member, the Class A Voting Capital account and Class B Nonvoting Capital account, including entries to these accounts for contributions and distributions; the Ownership Interest, Percentage Ownership and Voting Interests; a copy of the Certificate and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which the Certificate or any amendments thereto have been executed; copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years; a copy of this Agreement and any and all amendments hereto together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments thereto have been executed; copies of the financial statements of the Company, if any,

for the six most recent Fiscal Years; the Company's books and records as they relate to the internal affairs of the Company for at least the current and past four Fiscal Years; true and full information regarding the status of the business and financial condition of the Company; and true and full information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Member and which each Member has agreed to contribute in the future, and the date on which each became a Member.

Section 8.2 Inspection of Books and Records. Each Member has the right, on reasonable request for purposes reasonably related to the interest of the person as a Member or a Manager, to: (a) inspect and copy during normal business hours any of the Company's records described in Section 7.1; and (b) obtain from the Company promptly after their becoming available a copy of the Company's federal, state and local income tax or information returns for each Fiscal Year.

Section 8.3 Accountings. As soon as is reasonably practicable after the close of each Fiscal Year, the Manager shall make or cause to be made a full and accurate accounting of the affairs of the Company as of the close of that Fiscal Year and shall prepare or cause to be prepared a balance sheet as of the end of such Fiscal Year, a profit and loss statement for that Fiscal Year and a statement of Members' equity showing the respective Capital Accounts of the Members as of the close of such Fiscal Year and the distributions, if any, to Members during such Fiscal Year, and any other statements and information necessary for a complete and fair presentation of the financial condition of the Company, all of which the Manager shall furnish to each Member. In addition, the Company shall furnish to each Member information regarding the Company necessary for such Member to complete such Member's federal and state income tax returns. The Company shall also furnish a copy of the Company's tax returns to any Member requesting the same. On such accounting being made, profits and losses during such Fiscal Year shall be ascertained and credited or debited, as the case may be, in the books of account of the Company to the respective Members as herein provided.

Section 8.4 Filings. The Manager, at Company expense, shall cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities. The Manager, at Company expense, shall also cause to be prepared and timely filed with appropriate federal and state regulatory and administrative bodies amendments to, or restatements of, the Certificate and all reports required to be filed by the Company with those entities under the Act or other then current applicable laws, rules, and regulations. If the Company is required by the Act to execute or file any document and fails, after demand, to do so within a reasonable period of time or refuses to do so, any Member may prepare, execute and file that document with the Massachusetts Secretary of the Commonwealth.

Section 8.5 Bank Accounts. The Company shall maintain its funds in one or more separate bank accounts or other financial institutions in the name of the Company or some other protected fashion, and shall not permit the funds of the Company to be comingled in any fashion with the funds of any other Person.

Section 8.6 Tax Matters Partner. The Manager may, in their exclusive discretion, appoint, remove and replace a Tax Matters Partner at any time or times. The Manager shall from time to time cause the Company to make such tax elections as they deem to be in the interests of the Company and the Members generally. The Tax Matters Partner, as defined in Internal Revenue Code Section 6231, shall represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting judicial and administrative proceedings, and shall expend the Company funds for professional services and costs associated therewith.

ARTICLE IX. DISSOLUTION AND WINDING UP

Section 9.1 Dissolution. The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of: the entry of a decree of judicial dissolution pursuant to the Act; or the unanimous approval of the Voting Members.

Section 9.2 Winding Up. On the occurrence of an event specified in Section, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors. The Manager shall be responsible for overseeing the winding up and liquidation of Company, shall take full account of the assets and liabilities of Company, shall cause such assets to be sold or distributed, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided in Section 9.4. The Manager shall give written notice of the commencement of winding up by mail and email to all known creditors and claimants whose addresses appear on the records of the Company. The Members shall be entitled to reasonable compensation for such services.

Section 9.3 Distributions in Kind. Any noncash assets distributed to the Members shall first be valued at their fair market value to determine the profit or loss that would have resulted if such assets were sold for such value. Such profit or loss shall then be allocated pursuant to this Agreement, and the Members' Capital Accounts shall be adjusted to reflect such allocations. The amount distributed and charged against the Capital Account of each Member receiving an interest in a distributed asset shall be the fair market value of such interest (net of any liability secured by such asset that such Member assumes or takes subject to). The fair market value of such asset shall be determined by the Manager, or if any Voting Member objects, by an independent appraiser (and any such appraiser must be recognized as an expert in valuing the type of asset involved) selected by a Majority of the Voting Members.

Section 9.4 Order of Payment of Liabilities on Dissolution. After a determination that all known debts and liabilities of the Company in the process of winding up, including, without limitation, debts and liabilities to Members who are creditors of the Company, have been paid or adequately provided for, the remaining assets shall be distributed to the Members in proportion to their positive Capital Account balances, after taking into account profit and loss allocations for the Company's taxable year during which liquidation occurs.

Section 9.5 Adequacy of Payment. The payment of a debt or liability, whether the whereabouts of the creditor is known or unknown, shall have been adequately provided for if payment thereof shall have been assumed or guaranteed in good faith by one or more financially responsible Persons or by the United States government or any agency thereof, and the provision, including the financial responsibility of the Person, was determined in good faith and with reasonable care by the Members to be adequate at the time of any distribution of the assets pursuant to this Section. This Section shall not prescribe the exclusive means of making adequate provision for debts and liabilities.

Section 9.6 Compliance with Regulations. All payments to the Members on the winding up and dissolution of Company shall be strictly in accordance with the positive capital account balance limitation and other requirements of the Regulations, as the Manager deem appropriate.

Section 9.7 Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of such Member's positive Capital Account balance and shall have no recourse for such Member's Capital Contribution or share of profits (on dissolution or otherwise) against any other Member.

Section 9.8 Certificate of Cancellation. The Manager conducting the winding up of the affairs of the Company shall cause to be filed in the office of, and on a form prescribed by the Massachusetts Secretary of the Commonwealth, a certificate of cancellation of the Certificate on the completion of the winding up of the affairs of the Company.

ARTICLE X. **EXCULPATION AND INDEMNIFICATION**

Section 10.1 Exculpation of Members. No Member shall be liable to the Company or to the other Members for damages or otherwise with respect to any actions taken or not taken in good faith and reasonably believed by such Member to be in or not opposed to the best interests of the Company, except to the extent any related loss results from fraud, gross negligence or willful or wanton misconduct on the part of such Member or the material breach of any obligation under this Agreement or of the fiduciary duties owed to the Company or the other Members by such Member.

Section 10.2 Indemnification by Company. The Company shall indemnify, hold harmless and defend the Members, in their capacity as Members, Managers, or Officers, from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts or omissions arising out of their activities on behalf of the Company or in furtherance of the interests of the Company, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, if the acts or omissions were not performed or omitted fraudulently or as a result of gross negligence or willful misconduct by the indemnified party. Reasonable expenses incurred by the indemnified party in connection with any such proceeding relating to the foregoing matters may be paid or reimbursed by the Company in advance of the final disposition of such proceeding upon receipt by the Company of (i) written affirmation by the Person requesting indemnification of its good-faith belief that it has met the standard of conduct necessary for indemnification by the Company and (ii) a written undertaking by or on behalf of such Person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such Person has not met such standard of conduct, which undertaking shall be an unlimited general obligation of the indemnified party but need not be secured.

Section 10.3 Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Member or an agent of the Company against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as a Member or an agent of the Company, whether or not the Company would have the power to indemnify such Person against such liability under Section 10.1 or under applicable law.

ARTICLE XI. **AUTHORITY AND INDEMNIFICATION**

Section 11.1 Authority. This Agreement constitutes a legal, valid and binding agreement of the Member, enforceable against the Member in accordance with its terms. The Member is empowered and duly authorized to enter into this Agreement (including the power of attorney herein) under every applicable governing document, partnership agreement, trust instrument, pension plan, charter, certificate of incorporation, bylaw provision or the like. The Person, if any, signing this Agreement on behalf of the Member is empowered and duly authorized to do so by the governing document or trust instrument, pension plan, charter, certificate of incorporation, bylaw provision, board of directors or stockholder resolution or the like.

Section 11.2 Indemnification by the Members. Each Member hereby agrees to indemnify and defend the Company, the other Members and each of their respective employees, agents, partners, members, shareholders, officers and directors and hold them harmless from and against any and all claims, liabilities, damages, costs and expenses (including, without limitation, court costs and attorneys' fees and expenses) suffered or incurred on account of or arising out of any breach of this Agreement by that Member.

ARTICLE XII. DISPUTE RESOLUTION

Section 12.1 Disputes Among Members. 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 Company or its organization, formation, business or management ("Member Dispute"), the Members shall use their best efforts to resolve any dispute arising out of or in connection with this Agreement 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.

Section 12.2 Mediation. Mediation proceedings shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") in effect on the date the notice of mediation was served, other than as specifically modified herein, and shall be nonbinding on the parties thereto.

Any Member may commence a mediation proceeding by serving written notice thereof to the other Members, by mail, email, or otherwise, designating the issue(s) to be mediated and the specific provisions of this Agreement under which such issue(s) and dispute arose. The initiating party shall simultaneously file two copies of the notice with the AAA, along with a copy of this Agreement. A Member may withdraw from the Member Dispute by signing an agreement to be bound by the results of the mediation, to the extent the mediation results are accepted by the other Members as provided herein. A Member who withdraws shall have no further right to participate in the Member Dispute.

The Members shall select one neutral third party AAA mediator (the "Mediator") with expertise in the area that is in dispute. If a Mediator has not been selected within five (5) business days thereafter, then a Mediator shall be selected by the AAA in accordance with the Commercial Mediation Rules of the AAA.

The Mediator shall schedule sessions, as necessary, for the presentation by all Members of their respective positions, which, at the option of the Mediator, may be heard by the Mediator jointly or in private, without any other members present. The mediation proceeding shall be held in the city that is the company's principal place of business or such other place as agreed by the Mediator and all of the Members. The Members may submit to the Mediator, no later than ten (10) business days prior to the first scheduled session, a brief memorandum in support of their position.

The Mediator shall make written recommendations for settlement in respect of the dispute, including apportionment of the mediator's fee, within ten (10) business days of the last scheduled session. If any Member involved is not satisfied with the recommendation for settlement, he may commence an arbitration proceeding.

Section 12.3 Arbitration. Arbitration proceedings shall be conducted under the Rules of Commercial Arbitration of the AAA (the "Rules"). A Member may withdraw from the Member Dispute by signing an agreement to be bound by the results of the arbitration. A Member who withdraws shall have no further right to participate in the Member Dispute.

The arbitration panel shall consist of one arbitrator. The Members shall select one neutral third party AAA arbitrator (the "Arbitrator") with expertise in the area that is in dispute. If an Arbitrator has not been selected within five (5) business days thereafter, then an Arbitrator shall be selected by the AAA in accordance with the Commercial Arbitration Rules of the AAA. The arbitration proceeding shall be held in the city that is the company's principal place of business or such other place as agreed by the Arbitrator and all of the Members. Any arbitrator who is selected shall disclose promptly to the AAA and to both parties any financial or personal interest the arbitrator may have in the result of the arbitration and/or any other prior or current relationship, or expected or discussed future relationship, with the Members or their representatives. The arbitrator shall promptly conduct proceedings to resolve the dispute in question pursuant to the then existing Rules. To the extent any provisions of the Rules conflict with any provision of this Section, the provisions of this Section shall control.

In any final award and/or order, the arbitrator shall apportion all the costs (other than attorney's fees which shall be borne by the party incurring such fees) incurred in conducting the arbitration in accordance with what the arbitrator deems just and equitable under the circumstances.

Discovery shall not be permitted in such arbitration except as allowed by the rules of arbitration, or as otherwise agreed to by all the parties of the Member Dispute. Notwithstanding, the Members agree to make available to one another and to the arbitrator, for inspection and photocopying, all documents, books and records, if determined by the arbitration panel to be relevant to the dispute, and by making available to one another and to the arbitration panel personnel directly or indirectly under their control, for testimony during hearings if determined by the arbitration panel to be relevant to the dispute. The Members agree, unless undue hardship exists, to conduct arbitration hearings to the greatest extent possible on consecutive business days and to strictly observe time periods established by the Rules or by the arbitrator for the submission of evidence and of briefs. Unless otherwise agreed to by the Members, a stenographic record of the arbitration proceedings shall be made and a transcript thereof shall be ordered for each Member, with each party paying an equal portion of the total cost of such recording and transcription.

The arbitrator shall have all powers of law and equity, which it can lawfully assume, necessary to resolve the issues in dispute including, without limiting the generality of the foregoing, making awards of compensatory damages, issuing both prohibitory and mandatory orders in the nature of injunctions and compelling the production of documents and witnesses for presentation at the arbitration hearings on the merits of the case. The arbitration panel shall neither have nor exercise any power to act as amicable compositeur or ex aequo et bono; or to award special, indirect, consequential or punitive damages. The decision of the arbitration panel shall be in written form and state the reasons upon which it is based. The statutory, case law and common law of the Commonwealth of Massachusetts shall govern in interpreting their respective rights, obligations and liabilities arising out of or related to the transactions provided for or contemplated by this Agreement, including without limitation, the validity, construction and performance of all or any

portion of this Agreement, and the applicable remedy for any liability established thereunder, and the amount or method of computation of damages which may be awarded, but such governing law shall not include the law pertaining to conflicts or choice of laws of Massachusetts; provided however, that should the parties refer a dispute arising out of or in connection with an ancillary agreement or an agreement between some or all of the Members which specifically references this Article, then the statutory, case law and common law of the State whose law governs such agreement (except the law pertaining to conflicts or choice of law) shall govern in interpreting the respective rights, obligations and liabilities of the parties arising out of or related to the transactions provided for or contemplated by such agreement, including, without limitation, the validity, construction and performance of all or any portion of such agreement, and the applicable remedy for any liability established thereunder, and the amount or method of computation of damages which may be awarded.

Any action or proceeding subsequent to any Award rendered by the arbitrator in the Member Dispute, including, but not limited to, any action to confirm, vacate, modify, challenge or enforce the arbitrator's decision or award shall be filed in a court of competent jurisdiction in the same county where the arbitration of the Member Dispute was conducted, and Massachusetts law shall apply in any such subsequent action or proceeding.

ARTICLE XIII. MISCELLANEOUS

Section 13.1 Notices. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or email if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address set forth in the Company's records.

Section 13.2 Severability. If any provision of this Agreement, or the application of such provision to any Person or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby.

Section 13.3 Binding Effect. Subject to Article VII, this Agreement shall bind and inure to the benefit of the parties and their respective Successors.

Section 13.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 13.5 Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between or among the parties, regarding the subject matter hereof.

Section 13.6 Further Assurances. Each Member shall provide such further information with respect to the Member as the Company may reasonably request, and shall execute such other and further certificates, instruments and other documents, as may be necessary and proper to implement, complete and perfect the transactions contemplated by this Agreement.

Section 13.7 Headings; Gender; Number; References. The headings of the Sections hereof are solely for convenience of reference and are not part of this Agreement. As used herein, each gender includes each other gender, the singular includes the plural and vice versa, as the context may require. All references to Sections and subsections are intended to refer to Sections and subsections of this Agreement, except as otherwise indicated.

Section 13.8 Parties in Interest. Except as expressly provided in the Act, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any Persons other than the Members and their respective Successors nor shall anything in this Agreement relieve or discharge the obligation or liability of any third Person to any party to this Agreement, nor shall any provision give any third Person any right of subrogation or action over or against any party to this Agreement.

Section 13.9 Amendments. All amendments to this Agreement shall be in writing and signed by all of the Members to the agreement at the time of the amendment.

Section 13.10 Attorneys' Fees. In any dispute between or among the Company and one or more of the Members, including, but not limited to, any Member Dispute, the prevailing party or parties in such dispute shall be entitled to recover from the non-prevailing party or parties all reasonable fees, costs and expenses including, without limitation, attorneys' fees, costs and expenses, all of which shall be deemed to have accrued on the commencement of such action, proceeding or arbitration. Attorneys' fees shall include, without limitation, fees incurred in any post-award or post-judgment motions or proceedings, contempt proceedings, garnishment, levy, and debtor and third party examinations, discovery, and bankruptcy litigation, and prevailing party shall mean the party that is determined in the arbitration, action or proceeding to have prevailed or who prevails by dismissal, default or otherwise.

Section 13.11 Remedies Cumulative. Subject to Article XI, remedies under this Agreement are cumulative and shall not exclude any other remedies to which any Member may be lawfully entitled.

Section 13.12 Jurisdiction and Venue/Equitable Remedies. The Company and each Member hereby expressly agrees that if, under any circumstances, any dispute or controversy arising out of or relating to or in any way connected with this Agreement shall, notwithstanding Article XI, be the subject of any court action at law or in equity, such action shall be filed exclusively in the courts of the Commonwealth of Massachusetts or of the United States of America located in the counties of Bristol or Norfolk or, as selected by the Member that is the plaintiff in the action, or that initiates the proceeding or arbitration. Each Member agrees not to commence any action, suit or other proceeding arising from, relating to, or in connection with this Agreement except in such a court and each Member irrevocably and unconditionally consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, and hereby grants jurisdiction to such courts and to any appellate courts having jurisdiction over appeals from such courts or review of such proceedings. Because the breach of the provisions of this Section would cause irreparable harm and significant injury to the Company and the other Members, which would be difficult to ascertain and which may not be compensable by damages alone, each Member agrees that the Company and the other Members will have the right to enforce the provisions of this Section by injunction, specific performance or other equitable relief in addition to any and all other remedies available to such party or parties without showing or proving any actual damage to such parties. Members will be entitled to recover all reasonable costs and expenses, including but not limited to all reasonable attorneys' fees, expert and consultants' fees, incurred in connection with the enforcement of this Section.

IN WITNESS WHEREOF, this Limited Liability Company Operating Agreement has been duly executed by or on behalf of the parties hereto as of the date first above written.

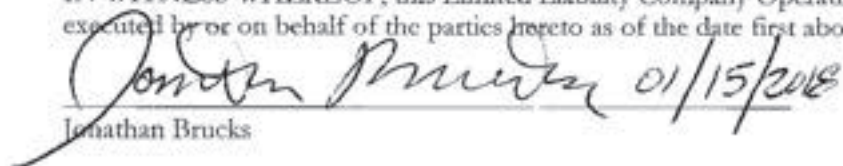
 01/15/2018
Jonathan Brucks

EXHIBIT A

Amendment: Initial

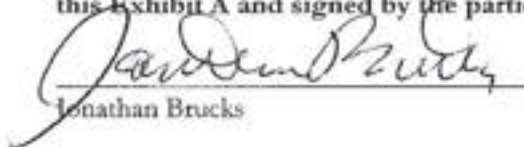
Schedule of Members and Contributions to Capital

Name of LLC: Briarleaf, LLC

Date: January 15, 2018

Name of Member	Voting Capital	Voting Percentage	Nonvoting Capital	Total Percentage of Ownership & Profit
Jonathan Brucks	\$20,000.00	100.00%	\$0.00	100.00%
TOTALS:	\$20,000.00	100.00%	\$0.00	100.00%

The above LLC interests are reflected on the books of the LLC as of the above date. Any changes in ownership of LLC interests from the above will be indicated on amendments to this Exhibit A and signed by the parties to this agreement.

 01/15/2018
Jonathan Brucks

###

**ASSIGNMENT AND ASSUMPTION
OF MEMBERSHIP INTERESTS
BRIARLEAF LLC**

This Assignment of Membership Interests (this "Agreement") is made this 31st day of August, 2021 (the "Effective Date") by and between Jonathan L. Brucks, an individual (the "Assignor"), Jonathan L. Brucks, an individual (the "Assignor"), Atlantic GPS LLC, a Massachusetts limited liability company (the "Assignee"), and Briarleaf, LLC, a Massachusetts limited liability company (the "Company").

WHEREAS, Assignor, Assignee, and the Company are parties to that certain Membership Interest Purchase Agreement dated February 18, 2020 (as amended, the "MIPA");

WHEREAS, the parties are entering into this Agreement in connection with the closing of the transactions contemplated by the MIPA;

WHEREAS, the Company is governed by that certain operating agreement of the Company dated as of January 15, 2018 (the "Operating Agreement");

WHEREAS, all terms used but not otherwise defined in this Agreement shall have the meanings given to such terms in the Operating Agreement;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Assignment. For and in consideration of the issuance from Assignee to Assignor of 1,250,000 (A) Class Units of Assignee (the "Atlantic Units"), which Atlantic Units presently constitute five percent (5%) of all of the issued and outstanding Units of Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, transfer, and assign all of his right, title, and interest in and to his entire membership interest in the Company (the "Briarleaf Interests"), which Briarleaf Interests constitute one hundred percent (100%) of the issued and outstanding membership interests of the Company, to Assignor. The Assignor hereby represents and warrants to the Assignee that it has made no prior assignments of the Briarleaf Interests and that the Briarleaf Interests are free and clear of all liens, claims, and encumbrances of any kind or type whatsoever and does hereby direct the Manager of the Company to transfer the Briarleaf Interests to Assignee on the books of the Company.

2. Acceptance by Assignee; Joinder. Assignee hereby (a) accepts such assignment of the Briarleaf Interests, (b) agrees to become a party to and to be bound by all of the terms, covenants, and conditions of the Operating Agreement binding on a Member of the Company, and (c) adopts and assumes the obligations of Assignor as a Member of the Company under the Operating Agreement and otherwise from and after the date hereof, with the same force and effect as if Assignee were originally a party thereto.

3. Consent of Managers and Members. By executing this Agreement, each of the Managers and Members hereby represents and confirms that it has (a) consented to, confirmed, and accepted

the transfer of the Briarleaf Interests from Assignor to Assignee in all respects, and (b) waived any and all rights it may have under, or requirements which may be set forth in, the Operating Agreement with regard to the transfer and assignment of the Briarleaf Interests from Assignor to Assignee. Effective as of the Effective Date, Assignee shall be the sole Member of the Company.

4. Miscellaneous.

(a) No Dissolution of Company. Assignor, Assignee, and the Company agree that this Agreement will not dissolve the Company, and the business of the Company will continue.

(b) Operating Agreement Ratified. The Operating Agreement is ratified and confirmed in all respects.

(c) Authority. Each party hereto represents and warrants to the other parties hereto that such party has full power and authority to enter into this Agreement and to complete such party's undertakings herein, and that such party's execution of this Agreement will not contravene or cause a breach of any covenant or obligation or agreement of, or affecting, such party or the Briarleaf Interests.

(d) Notices. All notices required or permitted to be given hereunder shall be given in accordance with the notice provisions set forth in the MIPA.

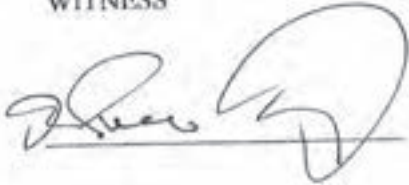
(e) Governing Law. This Agreement shall be construed in accordance with and governed by the internal laws (both substantive and procedural) of the Commonwealth of Massachusetts without regard to its conflicts of law rules, notwithstanding the place where this Agreement may be executed by any party hereto.

(f) Counterparts. This Agreement may be executed and delivered (including by facsimile or Portable Document Format (pdf) transmission) in counterparts, each of which shall be deemed an original, and when each party hereto shall have executed one counterpart and delivered it to the other parties hereto, all of the counterparts together shall constitute one and the same instrument, binding on, and enforceable against, each party hereto. Photocopies, facsimile transmissions, and other productions of this Agreement (with reproduced signatures) shall be deemed to be original counterparts. Facsimile or pdf transmission of any signed original document or retransmission of any signed facsimile or pdf transmission will be deemed the same as delivery of an original. At the request of the Assignor, Assignee, or the Company, the other(s) will confirm facsimile or pdf transmission by signing a duplicate original document.

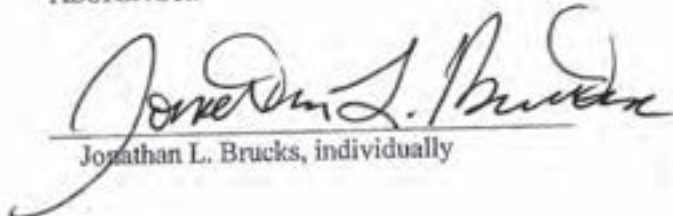
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the 31st day of August, 2021.

WITNESS



ASSIGNOR:


Jonathan L. Brucks, individually

WITNESS

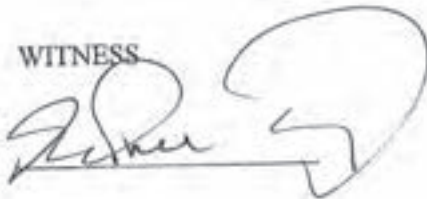
ASSIGNEE:

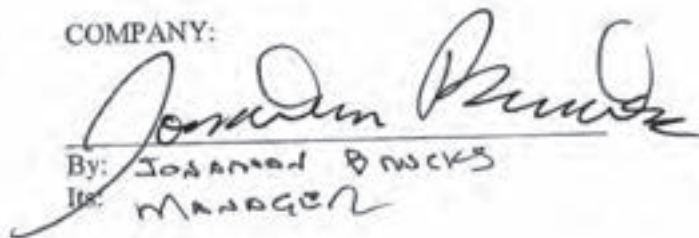
Atlantic GPS, LLC

By:
Its:

COMPANY:

WITNESS




By: Jonathan Brucks
Its: MANAGER

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the ____ day of August, 2021.

WITNESS

ASSIGNOR:

Jonathan L. Brucks, individually

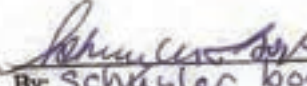
WITNESS

ASSIGNEE:

Atlantic GPS, LLC



STEVEN EDWARDS



By: Schuyler Boylan
Its: manager

WITNESS

COMPANY:

By:
Its:

BRIARLEAF, LLC
CERTIFICATE OF THE MANAGER OF THE LIMITED LIABILITY COMPANY

I, JONATHAN L. BRUCKS, do hereby certify that as of the date hereof I am the duly elected, qualified, and acting sole Manager of BRIARLEAF, LLC, a Massachusetts limited liability company (the "LLC"), and as such I am authorized to execute and deliver this certificate for and on behalf of the LLC, and do hereby further certify as follows:

1. Attached hereto as Exhibit A is a true and complete copy of the Resolutions of the Managers and Members of the LLC, duly adopted, as of August 31, 2021. Such resolutions have not been revoked, annulled or modified in any manner, and are in full force and effect on the date hereof.

2. Attached hereto as Exhibit B is a true and complete copy of the Certificate of Organization of the LLC, as amended, in effect on the date hereof.

3. Attached hereto as Exhibit C is a true and complete copy of the Operating Agreement of the LLC, as amended, in effect on the date hereof.

4. That each of the persons listed below holds the offices set forth opposite such person's name and is, on and as of the date hereof, authorized to act on behalf of and to bind the Company, and the signature appearing opposite such person's name is such person's genuine signature.

Name	Office	Signature
Jonathan L. Brucks	Manager	

5. That the following persons are on this date all of the members of the LLC:

Name	Ownership Percentage
Jonathan L. Brucks 54 Taylor Road Foxborough, MA 02035	100%

IN WITNESS WHEREOF, I have executed this Certificate this 31st day of August, 2021


Jonathan L. Brucks, Manager

Exhibit A

- RESOLVED:** That the MIPA and the Transaction Documents, and the form, terms, and provisions of each of them be, and the same hereby are, in all respects authorized, adopted, and approved, and the performance of the obligations of the LLC under the MIPA and each of the Transaction Documents and each of such other certificate, instrument, or other document contemplated to be executed and delivered pursuant to or in connection with the MIPA and/or the Transaction Documents are hereby in all respects authorized, adopted, and approved, and the consummation of the transactions contemplated by the MIPA and each of the Transaction Documents are hereby in all respects authorized, adopted, and approved;
- RESOLVED:** That the Sole Manager (the "**Authorized Officer**") be, and hereby is, authorized and empowered, in the name and on behalf of the LLC, to execute and deliver the MIPA, the Transaction Documents, and any and all other agreements, certificates, and documents described in or contemplated under the MIPA or any of the Transaction Documents, or which are otherwise necessary or desirable to give effect thereto or to consummate the transactions contemplated by the MIPA and the Transaction Documents, each such agreement, instrument, certificate, and document to be in such form and contain such terms and conditions as such Authorized Officer, in such Authorized Officer's sole discretion, shall approve, such approval, and the Authorized Officer's authority to execute and deliver same, to be conclusively evidenced by the Authorized Officer's execution and delivery thereof.
- RESOLVED:** That, to the extent any action described in, or contemplated by, any of the foregoing resolutions has heretofore been taken by the Authorized Officer or any other person acting for or on behalf of the LLC, or any agreement, instrument, certificate, or other document described in or contemplated by any of the foregoing resolutions has heretofore been executed, delivered, certified, attested, recorded, or filed by the Authorized Officer or any other person acting for or on behalf of the LLC, then each such action taken, and each such agreement, instrument, certificate, and other document executed, delivered, certified, attested, recorded, or filed, be, and it hereby is, ratified, confirmed, and approved in all respects.

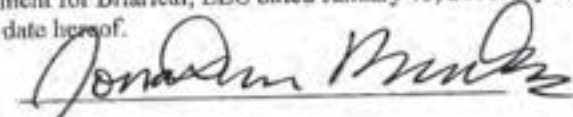
RESIGNATION

August 31, 2021

Reference is hereby made to Briarleaf, LLC, a Massachusetts limited liability company established pursuant to the Massachusetts Limited Liability Company Act by the filing on December 26, 2017 of a Certificate of Organization in the office of the Secretary of the Commonwealth of the Commonwealth of Massachusetts.

I, Jonathan Brucks, do hereby resign any and all positions I hold as a Manager, officer, and/or other agent of Briarleaf, LLC, pursuant to the applicable Sections of the Operating Agreement for Briarleaf, LLC dated January 15, 2018. My resignation shall be effective as of the date hereof.

By:

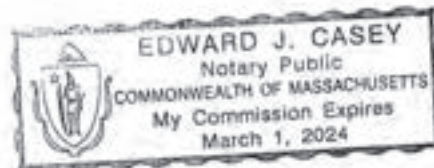

Jonathan Brucks, Manager
Briarleaf, LLC

The Commonwealth of Massachusetts

Bristol, ss. 

On this 31 day of August, 2021, before me, the undersigned notary public, personally appeared Jonathan Brucks, as Manager of Briarleaf, LLC, proved to me through satisfactory evidence of identification, being (check whichever applies): _____ Driver's License or other state or federal governmental document bearing a photographic image, _____ Oath or Affirmation of a credible witness known to me who knows the above signatory, or X my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public
My commission expires:



BRIARLEAF, LLC

ACTION BY UNANIMOUS CONSENT OF THE MANAGERS AND MEMBERS

August 31, 2021

The undersigned, being the sole Manager (the "Sole Manager") and the sole Member (the "Sole Member") of Briarleaf, LLC, a Massachusetts limited liability company (the "LLC"), acting in accordance with the Certificate of Organization and Operating Agreement of the Company and the Massachusetts Limited Liability Company Act (M.G.L. c. 156C) hereby unanimously consent to the adoption of the following votes effective as of the date set forth above, and hereby direct that this Unanimous Consent be filed **with the records of the LLC**.

WHEREAS, the LLC is party to that certain Membership Interest Purchase Agreement dated February 18, 2020, as amended (the "MIPA"), made by and between Atlantic GPS LLC, a Massachusetts limited liability company (the "Buyer"), the LLC, and Jonathan Brucks, as sole Member of the LLC (the "Seller");

WHEREAS, pursuant to the terms of the MIPA, Buyer will acquire all of the issued and outstanding Ownership Interests (as such term is defined in the MIPA) from Seller;

WHEREAS, the Sole Manager and Sole Member desire to authorize, adopt, and approve the MIPA, any documents executed and delivered in connection therewith (the "Transaction Documents"), and the transactions contemplated by the MIPA and the Transaction Documents in all respects;

NOW, THEREFORE, BE IT:

RESOLVED: That the MIPA and the Transaction Documents, and the form, terms, and provisions of each of them be, and the same hereby are, in all respects authorized, adopted, and approved, and the performance of the obligations of the LLC under the MIPA and each of the Transaction Documents and each of such other certificate, instrument, or other document contemplated to be executed and delivered pursuant to or in connection with the MIPA and/or the Transaction Documents are hereby in all respects authorized, adopted, and approved, and the consummation of the transactions contemplated by the MIPA and each of the Transaction Documents are hereby in all respects authorized, adopted, and approved;

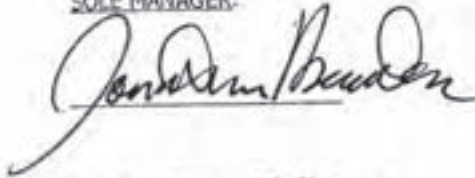
RESOLVED: That the Sole Manager (the "**Authorized Officer**") be, and hereby is, authorized and empowered, in the name and on behalf of the LLC, to execute and deliver the MIPA, the Transaction Documents, and any and all other agreements, certificates, and documents described in or contemplated under the MIPA or any of the Transaction Documents, or which are otherwise necessary or desirable to give effect thereto or to consummate the transactions contemplated by the MIPA and the Transaction Documents, each such agreement, instrument, certificate, and document to be in such form and contain such terms and conditions as such Authorized Officer, in such Authorized Officer's sole discretion, shall approve, such approval, and the Authorized Officer's authority to execute and deliver same, to be conclusively evidenced by the Authorized Officer's execution and delivery thereof.

RESOLVED: That, to the extent any action described in, or contemplated by, any of the foregoing resolutions has heretofore been taken by the Authorized Officer or any other person acting for or on behalf of the LLC, or any agreement, instrument, certificate, or other document

described in or contemplated by any of the foregoing resolutions has heretofore been executed, delivered, certified, attested, recorded, or filed by the Authorized Officer or any other person acting for or on behalf of the LLC, then each such action taken, and each such agreement, instrument, certificate, and other document executed, delivered, certified, attested, recorded, or filed, be, and it hereby is, ratified, confirmed, and approved in all respects.

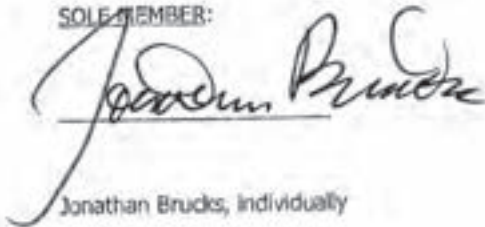
IN WITNESS WHEREOF, the Sole Manager and Sole Member have executed this Action by Consent of the Managers and Members under seal as of the date first set forth above.

SOLE MANAGER:

A handwritten signature in black ink, appearing to read "Jonathan Brucks", written over a horizontal line.

Jonathan Brucks, Sole Manager

SOLE MEMBER:

A handwritten signature in black ink, appearing to read "Jonathan Brucks", written over a horizontal line.

Jonathan Brucks, Individually

PLAN FOR OBTAINING LIABILITY INSURANCE

Briarleaf, LLC (“Briarleaf”) will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Briarleaf will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Briarleaf will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Briarleaf will keep reports documenting compliance with 935 CMR 500.105(10): *Liability Insurance Coverage or Maintenance of Escrow* in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

BUSINESS PLAN

MISSION STATEMENT AND MESSAGE FROM THE CEO

Briarleaf LLC (“Briarleaf”) is an applicant for Marijuana Establishment Licenses in the Commonwealth that is committed to creating a safe and clean community environment and that provides consistent, high-quality cannabis for consumers who are 21 years of age or older.

LICENSE TYPES

Briarleaf is applying for the following Licenses from the Massachusetts Cannabis Control Commission (the “Commission”) to operate Marijuana Establishments in Massachusetts:

- Marijuana Cultivator
- Marijuana Product Manufacturer
- Medical Marijuana Treatment Center

WHAT DRIVES US

Briarleaf’s goals include:

1. Providing customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Briarleaf’s operations within its communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
7. Running an environmentally friendly Marijuana Establishment.

COMPANY DESCRIPTION

STRUCTURE

Briarleaf is a Massachusetts domestic for-profit limited liability company that is applying for Licenses from the Commission to operate Marijuana Establishments in the Commonwealth.

Briarleaf is owned and controlled by Atlantic GPS LLC, which is majority-owned by Schuyler Boylan (a Social Equity Program Participant).

OPERATIONS

Briarleaf will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of marijuana products in the process of cultivation and finished, stored marijuana; conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana; conduct a comprehensive annual inventory at least once every year

after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Briarleaf will tag and track all marijuana seeds, clones, plants, and marijuana products using Metrc and in a form and manner approved by the Commission. No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Briarleaf will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Briarleaf will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, Briarleaf will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Briarleaf will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Briarleaf will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

Briarleaf will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Briarleaf will place in escrow a sum of no less than \$5,000 per license or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Briarleaf has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

Briarleaf and Briarleaf agents will comply with all local rules, regulations, ordinances, and bylaws.

Briarleaf will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Briarleaf's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Briarleaf's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Briarleaf will maintain a current list of individuals with access. Briarleaf will have security personnel on-site during business hours.

On-site consumption of marijuana by Briarleaf's employees and visitors will be prohibited.

BENEFITS TO HOST COMMUNITIES

Briarleaf looks forward to working cooperatively with its host communities to ensure that Briarleaf operates as a responsible, contributing member of those host communities. Briarleaf has established a mutually beneficial relationship with its host communities in exchange for permitting Briarleaf to site and operate.

Briarleaf's host communities stand to benefit in various ways, including but not limited to the following:

1. Jobs: A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. Monetary Benefits: A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
3. Access to Quality Product: Briarleaf will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. Control: In addition to the Commission, the Police Department and other municipal departments will have oversight over Briarleaf's security systems and processes.
5. Responsibility: Briarleaf is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. Economic Development: Briarleaf's operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local

community.

MARKET RESEARCH

CUSTOMERS

Briarleaf will only sell marijuana and marijuana products to other licensed Marijuana Establishments in the Commonwealth.

COMPETITORS

Briarleaf's competitors include other licensed Marijuana Cultivators and Product Manufacturers.

COMPETITIVE ADVANTAGE

Briarleaf possesses several strengths that separate Briarleaf from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the services offered, the prices offered for the products, and the branding of the business.

REGULATIONS

Briarleaf is a Massachusetts domestic for-profit limited liability company. Briarleaf will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Briarleaf will apply for all state and local permits and approvals required to build out and operate the facility.

Briarleaf will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

PRODUCTS & SERVICES

In addition to traditional sativa, indica, and hybrid cannabis flower, Briarleaf will offer a wide range of products that will allow Briarleaf to serve customers with a wide variety of needs.

PRICING STRUCTURE

Briarleaf's pricing structure will vary based on market conditions. Briarleaf plans to provide products of superior quality and will price accordingly.

MARKETING & SALES

GROWTH STRATEGY

Briarleaf's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer in-store experience; and
4. A caring and thoughtful staff made of consummate professionals.

Briarleaf plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.

COMMUNICATION

Briarleaf will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: “Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising, and branding produced by or on behalf of Briarleaf will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): “This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

Briarleaf will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Briarleaf will market its products and services to reach a wide range of qualified consumers.

Briarleaf may communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

SALES

Briarleaf will sell its products and services by engaging customers with knowledgeable personnel.

Briarleaf will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Briarleaf will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

FINAL REMARKS

Briarleaf has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. Briarleaf hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. Briarleaf’s security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

In Massachusetts adult-use sales eclipsed \$250 million in the first eight months of 2019, and as more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. Briarleaf is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, Briarleaf looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Briarleaf, LLC (“Briarleaf”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Briarleaf agent will immediately inspect the person’s proof of identification and determine the person’s age.

In the event Briarleaf discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Briarleaf will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Briarleaf will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Briarleaf will not engage in any advertising by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Briarleaf will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, fruit, or sporting-equipment item including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any advertising created for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.”** Pursuant to 935 CMR 500.105(6)(b), Briarleaf packaging for any marijuana or marijuana products will not use bright colors, defined as colors that are “neon” in appearance, resemble existing branded products, feature cartoons, a design, brand or name that resembles a non-cannabis consumer or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be marketed to minors. Briarleaf’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

QUALITY CONTROL AND TESTING

Quality Control

Briarleaf, LLC (“Briarleaf”) will comply with the following sanitary requirements:

1. Any Briarleaf agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Briarleaf agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Briarleaf’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Briarleaf’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Briarleaf’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Briarleaf will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Briarleaf’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Briarleaf’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Briarleaf’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Briarleaf will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Briarleaf acknowledges and understands that the Commission may require Briarleaf to demonstrate the intended and actual use of any toxic items found on Briarleaf’s premises;

11. Briarleaf will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Briarleaf's needs;
12. Briarleaf's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Briarleaf will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Briarleaf will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Briarleaf will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

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

Briarleaf will ensure that Briarleaf's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Briarleaf will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Briarleaf to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Briarleaf will process marijuana in a safe and sanitary manner. Briarleaf will process the leaves and flowers of the female marijuana plant only, which will be:

- 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.

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments, and

any marijuana product that is made to resemble a typical food or beverage product will be packaged and labeled as required by 935 CMR 500.105(5) and 500.105(6).

When selling or otherwise transferring marijuana to another marijuana establishment Briarleaf will provide documentation of its compliance with the testing requirements of 935 CMR 500.160: *Testing of Marijuana and Marijuana Products*, 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.

Testing

Briarleaf will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by Briarleaf for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Briarleaf's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Briarleaf's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Briarleaf's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Briarleaf acknowledges and understands that the Commission may require additional testing.

Briarleaf's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Briarleaf and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Briarleaf will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Briarleaf acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Briarleaf's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Briarleaf for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

Quality Control Samples

Briarleaf may create a sample of Marijuana flower or Marijuana Product (“Marijuana”) to be provided internally to employees for purposes of ensuring product quality and making determinations about whether to sell the Marijuana. Quality Control Samples and employee feedback regarding such samples will allow Briarleaf to produce the highest quality Marijuana Products for distribution on the adult use market.

Quality Control Samples provided to employees may not be consumed on Briarleaf’s Premises nor may they be sold to another licensee or Consumer. Quality Control Samples will be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products. Briarleaf will limit the Quality Control Samples provided to all employees in a calendar month period to the following aggregate amounts:

1. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
2. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and
3. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as “Quality Control Sample.”

Quality Control Samples will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: “QUALITY CONTROL SAMPLE NOT FOR RESALE”;
2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, Briarleaf will record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
2. The date and time the Quality Control Sample was provided to the employee;
3. The agent registration number of the employee receiving the Quality Control Sample; and
4. The name of the employee as it appears on their agent registration card.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Briarleaf, LLC (“Briarleaf”) will securely maintain personnel records, including registration status and background check records. Briarleaf will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe operating conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Briarleaf and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team.

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for Briarleaf will undergo a detailed background investigation prior to being granted access to a Briarleaf facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Briarleaf pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Briarleaf will consider:

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
- c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Briarleaf will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Briarleaf will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Briarleaf or the Commission.

Personnel Policies and Training

As outlined in Briarleaf's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Briarleaf agents are required to complete training as detailed in Briarleaf's Qualifications and Training plan which includes but is not limited to Briarleaf's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Briarleaf will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Briarleaf operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

RECORDKEEPING PROCEDURES

General Overview

Briarleaf, LLC (“Briarleaf”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Briarleaf documents. Records will be stored at Briarleaf in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Briarleaf is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Briarleaf’s quarter-end closing procedures. In addition, Briarleaf’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- **Corporate Records**

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings

- **Business Records**

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;

- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Briarleaf.
- Personnel Records
 - At a minimum, Personnel Records will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Briarleaf and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe operating conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - Briarleaf will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Briarleaf will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- Incident Reporting Records

- Within ten (10) calendar days, Briarleaf will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
- All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Briarleaf for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Briarleaf's jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Briarleaf will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Briarleaf agents present during the disposal or other handling, with their signatures. Briarleaf will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Briarleaf is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - Briarleaf will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
 - Records that any and all of Briarleaf's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating

the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

- Responsible Vendor Training

- Briarleaf shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

- Closure

- In the event Briarleaf closes, all records will be kept for at least two (2) years at Briarleaf's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Briarleaf will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

- Written Operating Policies and Procedures

Policies and Procedures related to Briarleaf's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;
- Employee security policies, including personal safety and crime prevention techniques;
- A description of Briarleaf's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to Briarleaf operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the

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

- A list of all board of directors, members, and executives of Briarleaf, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Briarleaf's website.
- Policies and procedures for the handling of cash on Briarleaf premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - Briarleaf shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

Briarleaf will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

MAINTAINING OF FINANCIAL RECORDS

Briarleaf, LLC's ("Briarleaf") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Briarleaf.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If Briarleaf determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and

- If co-located with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six (6) months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(15).
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - Briarleaf shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

QUALIFICATIONS AND TRAINING

Briarleaf, LLC (“Briarleaf”) will ensure that all employees hired to work at a Briarleaf facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Briarleaf will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Briarleaf discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Briarleaf will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Briarleaf’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A Briarleaf Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program (“RVT”) courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by Briarleaf or by a third-party vendor engaged by the Briarleaf. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All Briarleaf Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

Basic Core Curriculum

Briarleaf Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing the signs of impairment.
- Diversion prevention and prevention of sales to minors, including best practices.

- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
 - How to check identification;
 - Spotting and confiscating fraudulent identification;
 - Common mistakes made in identification verification.
 - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting Briarleaf Agents which shall include:
 - Conduct of Briarleaf Agents;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Local and state licensing and enforcement, including registration and license sanctions;
 - Incident and notification requirements;
 - Administrative, civil, and criminal liability;
 - Health and safety standards, including waste disposal;
 - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
 - Permitted hours of sale;
 - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
 - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

Briarleaf will encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Briarleaf’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

After successful completion of the Basic Core Curriculum, each Briarleaf Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Briarleaf to maintain designation as a Responsible Vendor. Once the Briarleaf Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

ENERGY COMPLIANCE PLAN (CULTIVATION)

Briarleaf, LLC (“Briarleaf”) has developed the following Energy Compliance Plan to ensure that its proposed Cultivation facility remains in compliance with the energy efficiency and conservation regulations codified in 935 CMR 500.103(1)(b), 500.105(1)(q), 500.105(15) and 500.120(11). Briarleaf will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

Energy Efficiency and Equipment Standards

Briarleaf will maintain compliance at all times with the Commission’s minimum energy efficiency and equipment standards and 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. Briarleaf will adopt and use additional best management practices as determined by the Commission to reduce energy.

Building Envelope

The building envelope for Briarleaf’s cultivation facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Briarleaf of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code.

Lighting

Briarleaf’s lighting at the facility will meet the following compliance requirements:

1. Horticulture Lighting Power Density will not exceed 36 watts per square foot; or
2. All horticultural lighting used in the facility will be listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List ("Horticultural QPL") or other similar list approved by the Commission and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 $\mu\text{mol/J}$ (micromoles per joule).

In the event that Briarleaf seeks to use horticultural lighting not included on the Horticultural QPL or other similar list approved by the Commission, Briarleaf will seek a waiver pursuant to 935 CMR 500.850 and provide documentation of third-party certification of the energy efficiency features of the proposed lighting.

Briarleaf will establish and document safety protocols to protect workers (e.g., eye protection near operating Horticultural Lighting Equipment).

Strategies to Reduce Electric Demand

Briarleaf is pursuing the following strategies to reduce electric demand. Briarleaf will work with contractors to create an energy efficient lighting plan and plans on implementing low

amperage/wattage LED lighting wherever possible. Programs may include lighting schedules, active load management, and energy storage programs.

As the need and opportunity for facility upgrades and maintenance arise in the future, Briarleaf will continue to evaluate strategies to reduce electric demand.

Opportunities for Engagement with Energy Efficiency Programs

Briarleaf also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to identify other potential energy saving programs and initiatives. Briarleaf will also coordinate with its utility companies to explore any energy efficiency options available to Briarleaf.

HVAC and Dehumidification

Briarleaf's Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code). As part of the documentation required under 935 CMR 500.120(11)(b), Briarleaf will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.

PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

Briarleaf, LLC (“Briarleaf”) has developed plans and procedures to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with the requirements of 935 CMR 500.000 and 935 CMR 501.000.

Briarleaf will virtually separate medical and adult-use marijuana and Marijuana Products in its cultivation and product manufacturing operations by using separate medical and adult-use plant and/or package tags in Metrc.

Briarleaf will ensure that registered patients have access to a sufficient quantity and variety of medical marijuana and marijuana products. For the first six (6) months of operations, 35% of Briarleaf’s marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, Briarleaf will maintain a quantity and variety of medical marijuana products for registered patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding six (6) months. Marijuana products reserved for patient supply will, unless unreasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six (6) months. If a substitution must be made, the substitution will reflect the type and strain no longer available as closely as possible.

On a quarterly basis, Briarleaf will submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical marijuana and marijuana products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six (6) months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, Briarleaf will submit a report to the Commission. Marijuana products reserved for patient supply will be either: (1) maintained on-site at Briarleaf’s retailer or easily accessible at another Briarleaf location and transferable to the retailer location within 48 hours of notification that the on-site supply has been exhausted. Briarleaf will perform audits of patient supply available on a weekly basis and retain those records for a period of six (6) months. Briarleaf may transfer marijuana products reserved for medical-use to adult-use within a reasonable period of time prior to the date of expiration provided that the product does not pose a risk to health or safety.

Briarleaf will also maintain separate financial records for adult-use products and medical products to ensure compliance with the applicable tax laws.

DIVERSITY PLAN

Overview

Briarleaf, LLC (“Briarleaf”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People identifying as LGBTQ+.

To support such populations, Briarleaf has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Briarleaf’s operations.

Goals

To promote equity for the above-listed groups in its operations, Briarleaf has established the following goals:

1. Recruit individuals who are women, minorities, veterans, persons with disabilities, and individuals who identify as LGBTQ+ for entry-level, management, and executive positions (with the goal of hiring at least 30% women; at least 10% minorities; at least 5% veterans; at least 5% persons with disabilities; and at least 5% people identifying as LGBTQ+); and
2. Create an inclusive, safe, accepting, and respectful work environment such that Briarleaf has no less than an 85% employee satisfaction rate with its DEI initiatives and outcomes.

Programs

Briarleaf has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. Recruiting and hiring program
 - a. Briarleaf will promote its hiring (as positions become available, but no less than annually) on various websites and social media outlets with an eye towards platforms that have significant minority engagement, including DiversityJobs.com; BlackJobs.com; RecruitDisability.org; HirePurpose.com.
 - b. Briarleaf will engage in annual job fairs and workshops located in predominantly minority areas or targeted at minority populations.
 - c. Briarleaf will use job descriptions that are catered to and appeal to diverse candidates. Briarleaf’s postings will clearly indicate its diverse hiring priorities and encourage individuals from such groups to apply.
 - d. Briarleaf’s human resources staff will be given diversity training annually, as will all of its manager-level and above employees.
2. Inclusive, safe, accepting and respectful work environment
 - a. Briarleaf will provide diversity training to all employees upon hiring (and once each year thereafter), with advanced training for human resources staff and managers. Trainings will cover such topics as a unconscious bias and microaggressions. Documentation of completion of these annual trainings will be maintained as part of each employee’s personnel file.

- b. Briarleaf will maintain a non-discrimination, harassment and retaliation policy that will include provisions for responding to complaints, discipline for non-compliance and periodic evaluation for policy improvement.
- c. Briarleaf will survey employees no less than annually to assess its inclusivity and seek areas for improvement.
- d. Briarleaf will conduct exit interviews to receive feedback on its diversity and inclusivity efforts.
- e. Briarleaf will use the aforementioned employee surveys and exit interviews to further inform adjustments to its diversity and inclusivity efforts.

Measurements

The Chief Administrative Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure Briarleaf continues to meet its commitments. Such measurable outcomes, in accordance with Briarleaf's goals and programs described above, include:

- The percentage of employees from diverse groups compared with the regional labor market and regional cannabis industry at large.
- Compare tenure of employees from diverse groups compared with other groups on Briarleaf's workforce.
- Compare the number of applicants from diverse groups against the regional labor market, as well as selection of employees from diverse groups compared to other groups in the applicant pool.
- Track promotion of employees from diverse groups against other groups among Briarleaf's employees.
- Track compensation of employees from diverse groups against other groups among Briarleaf's employees.
- Document all mandatory diversity trainings of staff and include such documentation in each employee's personnel file; and
- Document all surveys and exit interviews of staff with respect to Briarleaf's diversity and inclusivity efforts.

Beginning upon receipt of Briarleaf's first Provisional License from the Commission to operate a Marijuana Establishment or Medical Marijuana Treatment Center in the Commonwealth, Briarleaf will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Chief Administrative Officer will review and evaluate Briarleaf's measurable outcomes no less than twice annually to ensure that Briarleaf is meeting its commitments. Briarleaf is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- Briarleaf 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 Marijuana Establishment and Medical Marijuana Treatment Center.

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