



Massachusetts Cannabis Control Commission

Marijuana Microbusiness

General Information:

License Number: MB281350
Original Issued Date: 01/26/2024
Issued Date: 01/26/2024
Expiration Date: 01/26/2025

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Cloudfarming LLC

Phone Number: 978-764-7285
Email Address: shawn.cooney@cloudfarming.net

Business Address 1: 50 Condor St
Business City: East Boston
Business State: MA
Business Zip Code: 02128
Business Address 2:
Mailing Address 1: 77 Pond Street
Mailing City: Marblehead
Mailing State: MA
Mailing Zip Code: 01945
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

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

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51
Role: Owner / Partner
Percentage Of Control: 51
Other Role:

First Name: Constance

Last Name: Cooney

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 49

Percentage Of Control: 49

Role: Owner / Partner

Other Role:

First Name: Joseph

Last Name: Cooney

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Cultivation Environment: Indoor

Establishment Activities: Both Cultivating and Manufacturing

Establishment Address 1: 50 Condor Street

Establishment Address 2:

Establishment City: Boston

Establishment Zip Code: 02128

Approximate square footage of the Establishment: 3000 How many abutters does this property have?: 1

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	CloudFarming HCA Cert.pdf	pdf	621d708d177b01078937b150	02/28/2022
Plan to Remain Compliant with Local Zoning	CCC plan to Remain Compliant With Boston Zoning.pdf	pdf	645d4dd89c23790008baa036	05/11/2023

Community Outreach Meeting Documentation	Cloudfarming Community Outreach Attachment C Cannabis meeting flyer - october 23.pdf	pdf	6543df4356bf530007dd83a3	11/02/2023
Community Outreach Meeting Documentation	Cloudfarming Community Outreach Boston Clerk Notice Attachment B2 October 23.pdf	pdf	6543df46d70a980008f4abba	11/02/2023
Community Outreach Meeting Documentation	Cloudfarming Community Outreach Meeting Boston_gov Attachment B1 October 23 .pdf	pdf	6543df48d70a980008f4abce	11/02/2023
Community Outreach Meeting Documentation	Cloudfarming Community outreach Attachment A October 23.pdf	pdf	6543df4a56bf530007dd83b7	11/02/2023
Community Outreach Meeting Documentation	Cloudfarming 200908_Community_Outreach_Public_Notice October 23.pdf.pdf	pdf	6543e15056bf530007dd86ea	11/02/2023
Community Outreach Meeting Documentation	Abutters Parcels 2023 october redacted.pdf	pdf	6543e1c556bf530007dd8758	11/02/2023
Community Outreach Meeting Documentation	Cloudfarming Community Meeting for CCC October 2023 (2023-10-31 17:55 GMT-4) - Transcript.pdf	pdf	6543e255d70a980008f4b1a3	11/02/2023
Community Outreach Meeting Documentation	Cloudfarming neighborhood meeting 2 8 23 recording.pdf	pdf	6543e52dd70a980008f4b402	11/02/2023
Community Outreach Meeting Documentation	Cloudfarming Notice to BCB including Clerks publication confirmation October 23 .pdf	pdf	6543e608d70a980008f4b4ff	11/02/2023
Community Outreach Meeting Documentation	Cloudfarming 04.09.20_Form_COM_Attestation October 2023.pdf	pdf	6543f90105d57d0007d723f6	11/02/2023

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	Cloudfarming 2023 Plan for Positive Impact.pdf	pdf	645d86d59c23790008bacad4	05/11/2023

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Constance

Last Name: Cooney Suffix:

RMD Association: Not associated with an RMD

Date generated: 02/01/2024

Page: 3 of 6

Background Question: no

Individual Background Information 2

Role: Owner / Partner

Other Role:

First Name: Joseph

Last Name: Cooney Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Cloudfarming Cert of org.pdf	pdf	624385bcc91bef00094f00ce	03/29/2022
Bylaws	CloudFarming LLC Operating Agreement.pdf	pdf	626ee9464d83ec000a3cdac4	05/01/2022
Secretary of Commonwealth - Certificate of Good Standing	Cloudfarming 2023 corp certificate .pdf	pdf	640e10483a44570008ad3b67	03/12/2023
Department of Revenue - Certificate of Good standing	Cloudfarming 2023 DOR Certificate.pdf	pdf	640e104b3a44570008ad3b7b	03/12/2023
Department of Unemployment Assistance - Certificate of Good standing	Cloudfarming 2023 DUA certificate.pdf	pdf	640e10823a44570008ad3b95	03/12/2023

No documents uploaded

Massachusetts Business Identification Number: 462413335

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	CloudFarming Letter stating that Corner Stalk Farm is not an entity with direct or indirect control.pdf	pdf	6417429550f99b0008aeecebe	03/19/2023
Plan for Liability Insurance	CCC Cloudfarming Plan for Insurance 3 23.pdf	pdf	641758d650e43b0008367412	03/19/2023
Proposed Timeline	Timeline Cloudfarming 7 23.pdf	pdf	64adfa3ccabc87000711d0e0	07/11/2023
Business Plan	Cloudfarming Cannabis CCC Business Plan Overview 7 10 23.pdf	pdf	64adfa48cab87000711d136	07/11/2023

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Sample of unique identifying marks for branding	Favicon4.png	png	6344bca42bb694000863e1bc	10/10/2022
Transportation of marijuana	Cloudfarming Policies and Procedures Transportation Plan.pdf	pdf	645d8f979c23790008bad007	05/11/2023
Record Keeping procedures	NA Cloudfarming Policies and Procedures Record Keeping.pdf	pdf	645d95719c23790008bad282	05/11/2023
Production methods	Cloudfarming Policies and Procedures Production Plan.pdf	pdf	645da15e23b8090008396205	05/11/2023
Energy Compliance Plan	Cloudfarming Policies and Procedures Energy Plan.pdf	pdf	645e3d3623b8090008398cd1	05/12/2023
Security plan	Cloudfarming Policies and Procedures Security Plan.pdf	pdf	645e3f9923b809000839939a	05/12/2023
Restricting Access to age 21 and older	Cloudfarming Policies and Procedures 21 year restriction.pdf	pdf	645e3ffa23b8090008399405	05/12/2023
Quality control and testing	Cloudfarming Policies and Procedures Quality Control and Testing Procedures.pdf	pdf	645e407023b809000839959d	05/12/2023
Qualifications and training	Cloudfarming Policies and Procedures Training Agents.pdf	pdf	645e413e23b80900083997ae	05/12/2023
Inventory procedures	Cloudfarming Policies and Procedures Inventory Procedures.pdf	pdf	645e41ab23b8090008399812	05/12/2023
Personnel policies including background checks	Cloudfarming Policies and Procedures Personnel Policy.pdf	pdf	645e42f29c23790008bb0f3e	05/12/2023
Maintaining of financial records	Cloudfarming Policies and Procedures Financial Records.pdf	pdf	645e43789c23790008bb100e	05/12/2023
Policies and procedures for cultivating	Cloudfarming Policies and Procedures Cultivation Plan.pdf	pdf	645e44339c23790008bb1218	05/12/2023
Storage of marijuana	Cloudfarming Cannabis CCC Storage Plan.pdf	pdf	645e44cc9c23790008bb14c9	05/12/2023
Prevention of diversion	Cloudfarming Policies and Procedures Diversion.pdf	pdf	64ae0530e317fe0008ded266	07/11/2023
Diversity plan	NA Cloudfarming Policies and Procedures Diversity Plan 11_21_24.pdf	pdf	655e3b55a1260900088e95c6	11/22/2023
Types of products	Cloudfarming Policies and Procedures types of products.pdf	pdf	6560d8c8bc2d090008758735	11/24/2023

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

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: 6:00 AM	Monday To: 7:00 PM
Tuesday From: 6:00 AM	Tuesday To: 7:00 PM
Wednesday From: 6:00 AM	Wednesday To: 7:00 PM
Thursday From: 6:00 AM	Thursday To: 7:00 PM
Friday From: 6:00 AM	Friday To: 7:00 PM
Saturday From: 6:00 AM	Saturday To: 7:00 PM
Sunday From: 6:00 AM	Sunday To: 7:00 PM

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):

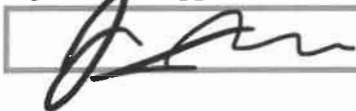
1. Name of applicant:

Cloudfarming LLC

2. Name of applicant's authorized representative:

Joseph Shawn Cooney

3. Signature of applicant's authorized representative:



4. Name of municipality:

City of Boston

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

Jasmin Winn



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

Jasmin Winn

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).*):

jasmin.winn@boston.gov

8. Host community agreement execution date:

November 23, 2021





Cloudfarming LLC 77 Pond Street Marblehead MA 01945

CCC Plan to Remain Compliant with Boston Zoning

Applicant/Licensee Entity Name: CloudFarming LLC

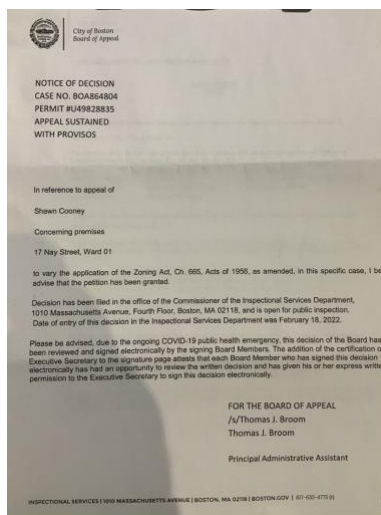
Applicant/Licensee Address: 77 Pond Street Marblehead MA 01945

Application #: MBN281350

Date: 2/19/23

Zoning Board of Appeals has viewed and reviewed the appeal and the existing Cloudfarming Facility and issued a special permit finding in favor of Cloudfarming Facility operation as a Cannabis Cultivation and Manufacturing Facility at 17 Nay Street / 50 Condor East Boston 02128.

The lot and buildings front on both Nay and Condor Streets. This was discussed with the ZBA and is not a problem because both addresses exist. 17 Nay address is the controlling address for zoning issues.



Cloudfarming will continue to remain compliant with the City of Boston Local Zoning and will continue to identify all steps which will need to be taken by CloudFarming to remain compliant and ensure ongoing compliance with the local ordinances of the City of Boston.

The CloudFarming facility has BY RIGHT use at the current 50 Condor Street location and has been in that location since 2018 for all operations and facilities. The Cannabis special permit was added to the BY RIGHT use the facility has had under Boston Zoning Article 89. The facility has been occupied since 2018.

The Cloud Farming facility will work with Boston ISD inspectors as it brings on manufacturing capabilities.

Cloudfarming renews its Cannabis permitting yearly in December with the Boston Cannabis Commission.

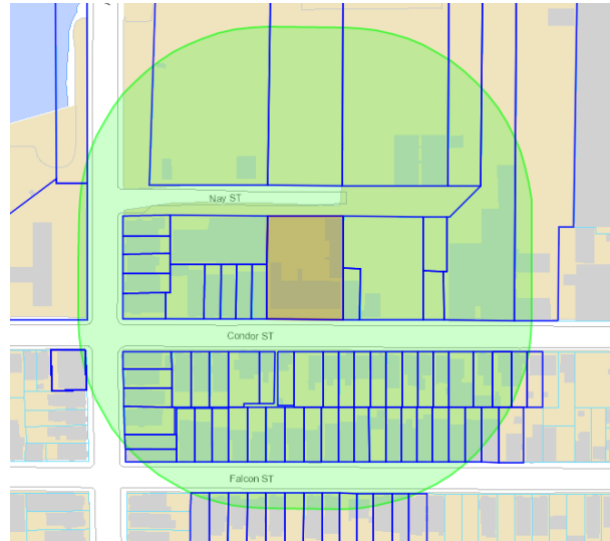
NOTICE OF PUBLIC MEETING

Notice is hereby given that a Community Meeting for a Proposed Cannabis Establishment is scheduled for:

Application Name: Cloud Farming

Application Address: 50 Condor St, East Boston 02128

License Type: cannabis cultivation and manufacturing.



Join virtually at the Google Meet Event link below - this is NOT an in person meeting:

Proposal: this is an application by Shawn Cooney, Cloud Farming for a cannabis cultivation and manufacturing Establishment to be operated at the address of 50 Condor St, East Boston 02128 - the scheduled date for the meeting will be on **Tuesday, October 31 at 6:00 pm via Google Meet Meeting Forum.**

Date: Tuesday, October 31

Time: 6:00PM

Event Link: <https://meet.google.com/rpz-vkwu-vft>

Dial-in Number: 1 574 316 0005 PIN875609567#

Hosted online per the Cannabis Control Commission2020 administrative order.

There will be an opportunity for the public to raise comments, questions, and concerns.

If you any questions or comments about this proposal, please contact:

Shawn Cooney 978-764-7285 shawn.cooney@cloudfarming.net

Please note, the state does not represent the owner(s)/developer(s)/attorney(s)/applicant(s). The purpose of this notice is to notify abutters to this project proposal. This flyer has been dropped off and sent by the proponents per the state's request.

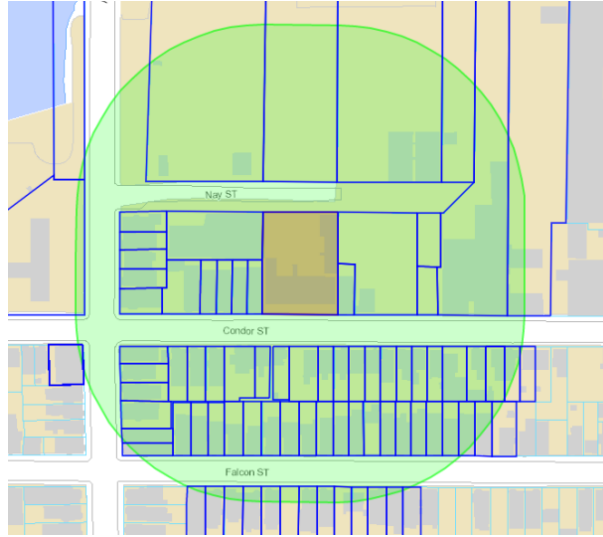
AVISO DE REUNIÓN PÚBLICA

Por la presente se notifica que una reunión comunitaria para un establecimiento de cannabis está programada para:

Nombre de la aplicación: Cloud Farming

Dirección de la aplicación: 50 Condor St, East Boston 02128

Tipo de licencia: cultivo y fabricación de cannabis.



Únase virtualmente en el enlace del evento de Google Meet a continuación; esta NO es una reunión en persona.

Propuesta: Esta es una solicitud de Shawn Cooney, Cloud Farming para un establecimiento de cultivo y fabricación de cannabis que se operará en la dirección de 50 Condor St, East Boston 02128; La fecha programada para la reunión será el **Martes 31 de Octubre a las 18:00 horas, a través de Google Meet Meeting Forum.**

Fecha: Martes 31 de Octubre

Hora: 6:00PM

Link del evento: <https://meet.google.com/rpz-vkwu-vft>

Llame usando su teléfono: 1 574 316 0005 PIN875609567#

Reunión en línea según la orden administrativa de la Comisión de Control de Cannabis del 2022

Habrá una oportunidad para que el público presente comentarios, preguntas e inquietudes.

Si no puede atender a la reunión, si tiene sugerencias u otras preguntas acerca de esta propuesta favor contactar a:
Shawn Cooney 978-764-7285 shawn.cooney@cloudfarming.net

“Por favor tenga en cuenta que la Alcaldía no representa al presentador, solicitante o dueño de esta propuesta. El propósito de esta reunión es escuchar a la comunidad y la opinión de los residentes con respecto al proyecto”



Shawn Cooney <shawn.cooney@cloudfarming.net>

Publishing a Notice for an October 31 2023 meeting

Kellie Donovan <kellie.donovan@boston.gov>

Mon, Oct 16 at 8:42 AM

To: Shawn Cooney <shawn.cooney@cloudfarming.net>

Cc: <publicnotice@boston.gov>

Hi Shawn

The following notice is posted:

<https://www.boston.gov/public-notices/16048721>

Kellie

[Quoted text hidden]

COMMUNITY OUTREACH MEETING FOR PROPOSED CANNABIS ESTABLISHMENT

There will be a community outreach meeting for a proposed cannabis establishment on October 31 at 6 p.m.

Join virtually at the Google Meet event link below. This is NOT an in-person meeting:

JOIN THE GOOGLE MEETING
([HTTPS://MEET.GOOGLE.COM/RPZ-VKWU-VFT](https://meet.google.com/RPZ-VKWU-VFT))

- ▶ Dial-in Number: [1-574-316-0005](tel:1-574-316-0005) (<tel:1-574-316-0005>)
- ▶ PIN 875609567#

THE PUBLIC CAN OFFER TESTIMONY.

DISCUSSION TOPICS

1 Agenda

Notice is hereby given that a Community Meeting for a Proposed Cannabis Establishment is scheduled for:

Application Name: Cloud Farming

Application Address: 50 Condor St, East Boston 02128

License Type: cannabis cultivation and manufacturing.

Meeting: Proposal: this is an application by Shawn Cooney, Cloud Farming for a cannabis cultivation and manufacturing.

There will be an opportunity for the public to raise comments, questions, and concerns.

If you any questions or comments about this proposal, please contact:

Shawn Cooney | [978-764-7285 \(tel:978-764-7285\)](tel:978-764-7285)
| [shawn.cooney@cloudfarming.net \(mailto:shawn.cooney@cloudfarming.net\)](mailto:shawn.cooney@cloudfarming.net)

October 31, 2023



06:00PM



VIRTUAL MEETING PLEASE SEE NOTICE
BOSTON, MA 02128



[SEND AN EMAIL \(MAILTO:SHAWN.COONEY@CLOUDFARMING.NET\)](mailto:shawn.cooney@cloudfarming.net)



[978-764-7285 \(TEL:978-764-7285 \)](tel:978-764-7285)

Contact:

SHAWN COONEY

Neighborhoods:

EAST BOSTON

Posted:

10/16/2023 - 8:30AM

Resources:

[OFFICIAL FILED POSTING
\(HTTPS://WWW.BOSTON.GOV/SITES/DEFAULT/FILES/FILE/2023/10/COMMUNITY.10.16.2023.PDF\)](https://www.boston.gov/sites/default/files/file/2023/10/COMMUNITY.10.16.2023.PDF) 

TELL US WHAT YOU THINK

Your feedback is anonymous and we will use it to improve the website.

Did you find what you are looking for on this page?

☐

YES

☐

NO



[PRIVACY POLICY \(/DEPARTMENTS/INNOVATION-AND-TECHNOLOGY/TERMS-USE-AND-PRIVACY-POLICY\)](#)

[CONTACT US \(/DEPARTMENTS/MAYORS-OFFICE/CONTACT-BOSTON-CITY-HALL\)](#)

[JOBS \(HTTPS://WWW.BOSTON.GOV/CAREER-CENTER\)](https://www.boston.gov/career-center)

[PUBLIC RECORDS](#)

[\(HTTPS://BOSTONMA.GOVQA.US/WEBAPP/_RS/\(S\(DEN310HNRPQZ2RZH5LGBGSBY\)\)\)/SUPPORTHOM](https://bostonma.gov/qa.us/webapp/_rs/(s(dEN310HNRPQZ2RZH5LGBGSBY))/SUPPORTHOM)

[LANGUAGE AND DISABILITY ACCESS \(HTTPS://WWW.BOSTON.GOV/DEPARTMENTS/LANGUAGE-AND-COMMUNICATIONS-ACCESS/NOTICE-ACCOMMODATIONS\)](https://www.boston.gov/departments/language-and-communications-access/notice-accommodations)



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

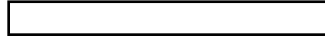
CCC Community Outreach Meeting Attestation Attachment A: Cloudfarming LLC

Applicant/Licensee Entity Name: CloudFarming LLC

Applicant/Licensee Address: 77 Pond Street Marblehead MA 01945

Application #: MBN281350

Date: 11/2/23



Notice Of Public Meeting
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Application Address: 50 Condor St, East Boston 02128
License Type: cannabis cultivation and manufacturing.
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Shawn Cooney 978-764-7285 shawn.cooney@cloudfarming.net
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October 16 2023
#NY0095121

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Nombre de la aplicación: Cloud Farming
Dirección de la aplicación: 50 Condor St, East Boston 02128
Tipo de licencia: cultivo y fabricación de cannabis.
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Hora: 6:00PM
Link del evento: <https://meet.google.com/rpz-vkwu-vft>
Llame usando su telefono: 1 574 316 0005
PIN875609567#
Reunión en línea según la orden administrativa de la Comisión de Control de Cannabis del 2022.
Habrá una oportunidad para que el público presente comentarios, preguntas e inquietudes.
Si no puede atender a la reunión, si tiene sugerencias u otras preguntas acerca de esta propuesta favor contactar a:
Shawn Cooney 978-764-7285 shawn.cooney@cloudfarming.net
"Por favor tenga en cuenta que la Alcaldía no representa al presentador, solicitante o dueño de esta propuesta. El propósito de esta reunión es escuchar a la comunidad y la opinión de los residentes con respecto al proyecto"
October 16 2023
#NY0095123

Community Outreach Public Notice Template

The following template is provided to assist applicants seeking to be licensed as a Marijuana Establishment under 935 CMR 500.000, which establishes the regulatory requirements for adult use marijuana in the Commonwealth. This template is not legal advice. If you have questions regarding the legal requirements for licensure in the Commonwealth, you are encouraged to consult an attorney.

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for (insert date) at (insert time) at (insert location). The proposed (type(s) of Marijuana Establishment) is anticipated to be located at (insert address of proposed Marijuana Establishment). There will be an opportunity for the public to ask questions.

AVISO DE REUNIÓN PÚBLICA

Por la presente se notifica que una reunión comunitaria para un establecimiento de cannabis está programada para:

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Fecha: Martes 31 de Octubre
Hora: 6:00 PM
Link del evento: <https://meet.google.com/vp-vtvo-vtt>
Únase mediante teléfono: 1-878-314-0032 / 1-878-314-0032

Reúnanse en línea según la orden administrativa de la Comisión de Cannabis del 2022

Habrán una oportunidad para que el público presente comentarios, preguntas e inquietudes.

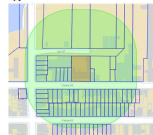
Si no puede asistir a la reunión, si tiene sugerencias u otras preguntas acerca de esta propuesta favor contactar a:
Shawn Cooney 978-764-7285 shawn.cooney@cloudfarming.net

"Por favor tenga presente que la Alcaldesa representa al propietario, solicitante o dueño de la subpropuesta, la propuesta de establecimiento o cualquier otra actividad o proyecto de desarrollo que se presente a la Alcaldesa. No es un representante de la Alcaldesa ni de la ciudad de Boston. El propietario, solicitante o dueño de la subpropuesta, la propuesta de establecimiento o cualquier otra actividad o proyecto de desarrollo es responsable de su propia representación y de su propia responsabilidad ante la Alcaldesa y la ciudad de Boston."

NOTICE OF PUBLIC MEETING

Notice is hereby given that a Community Meeting for a Proposed Cannabis Establishment is scheduled for:

Application Name: Cloud Farming
Application Address: 50 Corder St, East Boston 02128
License Type: cannabis cultivation and manufacturing



Join virtually at the Google Meet Event link below - this is NOT an in person meeting.

Proposal: This is an application by Shawn Cooney, Cloud Farming for a cannabis cultivation and manufacturing Establishment to be operated at the address of 50 Corder St, East Boston 02128 - the scheduled date for the meeting will be on Tuesday, October 31 at 6:00 pm via Google Meet Meeting Forum.

Date: Tuesday, October 31
Time: 6:00 PM
Event Link: <https://meet.google.com/vp-vtvo-vtt>
Hot-line Number: 1-878-314-0032 / 1-878-314-0032

Heard online per the Cannabis Control Commission 2022 administrative order.

There will be an opportunity for the public to raise comments, questions, and concerns.

If you any questions or comments about this proposal, please contact:

Shawn Cooney 978-764-7285 shawn.cooney@cloudfarming.net

"Please note, this notice does not represent the owner or developer of a project or activity. The person or persons who are submitting this notice are responsible for their own representation and liability to the public. This does not constitute an endorsement by the state or city."

Cloud Cloudfarming Community Meeting for CCC October 2023 (2023-10-31 17farming
Community Meeting for CCC October 2023 (2023-10-31 17



OWNER

MAIL_ADDRESSEE

MAIL_STREET_ADDRESS

33 CONDOR ST #1
41 CONDOR ST
23 LOWELL ST
12 PEARL ST PL, Unit 1
49 CONDOR ST
84 CONDOR ST
463 MERIDIAN ST
84 CONDOR ST
38 40 CONDOR ST
475 MERIDIAN ST
57 CONDOR ST
37 FALCON ST
36 CONDOR ST
63 CONDOR ST
459 Meridian ST, Unit 3
453 MERIDIAN ST
51 CONDOR ST
44 FALCON ST
79 CONDOR ST
33 CONDOR ST, Unit 2
33 FALCON ST
1222 BENNINGTON ST
40 FALCON ST
1222 BENNINGTON ST
PO BOX 302331
469 MERIDIAN ST
72 MARGINAL ST
171 BOSTON STREET
1222 BENNINGTON ST
24 26 FALCON ST, Unit 1
33 CODOR ST, Unit 3
471 MERIDIAN ST
295 COMMONWEALTH AVE
42 CONDOR
77 CONDOR ST
1295 Beacon ST, Unit Unit 491
24 26 FALCON ST, Unit 2
171 BOSTON STREET
PO BOX 1421
1295 BEACON ST
36 FALSON ST
29 2ND ST
23 RICHARDS RD
459 MERIDIAN ST, Unit 1
4403 YANS CT
35 FALCON ST

1222 BENNINGTON ST
166 SHIRLEY ST
93 Condor ST
80 MARION ST
84 CONDOR ST
29 SECOND ST
24 26 FALCON ST, Unit 3
52 54 FALCON ST
171 BOSTON STREET

39 41 FALCON ST
79 HF CONDOR ST
44 FALCON ST
233 HARVARD ST, Unit SUITE #306
24 26 FALCON ST, Unit GARDEN
75 CONDOR ST
150 ORLEANS ST UNIT 301
473 MERIDIAN ST
79 1/2 CONDOR ST
208 MARION ST #3
42 FALCON ST
141 CHELSEA ST
2711 CENTERVILLE RD STE 400
32 FALCON ST #1B
143 BORDER ST
56 FALCON ST
198 BURLINGTON ST
459 Meridian ST, Unit 2
38 FALCON ST

MAIL_CITY MAIL_STATE	MAIL_ZIP_COD	New_Address
E BOSTON, MA	02128	33 Condor St 1 Boston MA 02128
EAST BOSTON, MA	02128	41 Condor St Boston MA 02128
LYNN, MA	02128	22 Falcon St Boston MA 02128
SOMERVILLE, MA	02128	459 Meridian St Boston MA 02128
EAST BOSTON, MA	02128	49 Condor St Boston MA 02128
E BOSTON, MA	02128	Nay St Boston MA 02128
EAST BOSTON, MA	02128	463 Meridian St Boston MA 02128
E BOSTON, MA	02128	Condor St Boston MA 02128
EAST BOSTON, MA	02128	38 Condor St Boston MA 02128
EAST BOSTON, MA	02128	475 Meridian St Boston MA 02128
EAST BOSTON, MA	02128	57 Condor St Boston MA 02128
E BOSTON, MA	02128	37 Falcon St Boston MA 02128
EAST BOSTON, MA	02128	34 Condor St Boston MA 02128
EAST BOSTON, MA	02128	63 Condor St Boston MA 02128
EAST BOSTON, MA	02128	459 Meridian St 3 Boston MA 02128
EAST BOSTON, MA	02128	453 Meridian St Boston MA 02128
EAST BOSTON,	02128	51 Condor St Boston MA 02128
EAST BOSTON, MA	02128	44 Falcon St Boston MA 02128
EAST BOSTON, MA	02128	79 Condor St Boston MA 02128
EAST BOSTON, MA	02128	33 Condor St 2 Boston MA 02128
EAST BOSTON, MA	02128	33 Falcon St Boston MA 02128
EAST BOSTON, MA	02128	32 Nay St Boston MA 02128
EAST BOSTON, MA	02128	40 Falcon St Boston MA 02128
EAST BOSTON, MA	02128	62 Condor St Boston MA 02128
JAMAICA PLAIN, MA	02128	30 Falcon St Boston MA 02128
EAST BOSTON, MA	02128	469 Meridian St Boston MA 02128
E BOSTON, MA	02128	451 Meridian St Boston MA 02128
SALEM, MA	01970	7 Nay St Boston MA 02128
EAST BOSTON, MA	02128	22 Nay St Boston MA 02128
EAST BOSTON, MA	02128	24 Falcon St 1 Boston MA 02128
EAST BOSTON, MA	02128	33 Condor St 3 Boston MA 02128
EAST BOSTON, MA	02128	471 Meridian St Boston MA 02128
BOSTON, MA	02128	28 Falcon St Boston MA 02128
EAST BOSTON, MA	02128	42 Condor St Boston MA 02128
E BOSTON, MA	02128	77 Condor St Boston MA 02128
BROOKLINE, MA	02446	30 Condor St Boston MA 02128
EAST BOSTON, MA	02128	24 Falcon St 2 Boston MA 02128
SALEM, MA	01970	46 Condor St Boston MA 02128
SAUGUS, MA	01906	60 Falcon St Boston MA 02128
BROOKLINE, MA	02446	33 Condor St Boston MA 02128
E BOSTON, MA	02128	36 Falcon St Boston MA 02128
MEDFORD, MA	02155	467 Meridian St Boston MA 02128
READING, MA	01867	37 Condor St Boston MA 02128
EAST BOSTON, MA	02128	459 Meridian St 1 Boston MA 02128
WESLEY CHAPEL, FL	33545	34 Falcon St Boston MA 02128
EAST BOSTON, MA	02128	35 Falcon St Boston MA 02128

EAST BOSTON, MA	02128	66 Condor St Boston MA 02128
REVERE, MA	02151	81 Condor St Boston MA 02128
EAST BOSTON, MA	02128	85 Condor St Boston MA 02128
BOSTON, MA	02128	24 Falcon St Boston MA 02128
E BOSTON, MA	02128	94 Condor St Boston MA 02128
MEDFORD, MA	02155	455 Meridian St Boston MA 02128
EAST BOSTON, MA	02128	24 Falcon St 3 Boston MA 02128
EAST BOSTON, MA	02128	54 Falcon St Boston MA 02128
SALEM, MA	01970	50 Condor St Boston MA 02128
,		Boston MA
EAST BOSTON, MA	02128	39 Falcon St Boston MA 02128
EAST BOSTON, MA	02128	79 Condor St Boston MA 02128
EAST BOSTON, MA	02128	Falcon St Boston MA 02128
BROOKLINE, MA	02446	477 Meridian St Boston MA 02128
EAST BOSTON, MA	02128	24 Falcon St GARDEN Boston MA 02128
EAST BOSTON, MA	02128	75 Condor St Boston MA 02128
EAST BOSTON, MA	02128	65 Condor St Boston MA 02128
E BOSTON, MA	02128	473 Meridian St Boston MA 02128
EAST BOSTON, MA	02128	47 Condor St Boston MA 02128
BOSTON, MA	02128	67 Condor St Boston MA 02128
EAST BOSTON, MA	02128	42 Falcon St Boston MA 02128
EAST BOSTON, MA	02128	50 Falcon St Boston MA 02128
WILMINGTON, DE	19808	479 Meridian St Boston MA 02128
EAST BOSTON, MA	02128	32 Falcon St Boston MA 02128
EAST BOSTON, MA	02128	61 Condor St Boston MA 02128
EAST BOSTON, MA	02128	56 Falcon St Boston MA 02128
LEXINGTON, MA	02128	48 Falcon St Boston MA 02128
EAST BOSTON, MA	02128	459 Meridian St 2 Boston MA 02128
E BOSTON, MA	02128	38 Falcon St Boston MA 02128

Cloudfarming Community Meeting for CCC October 2023 (2023-10-31 17:55 GMT-4) - Transcript

Attendees

Ella Nigro, Shawn Cooney, Shawn Cooney's Presentation

Transcript

This editable transcript was computer generated and might contain errors. People can also change the text after it was created.

Shawn Cooney: Okay.

Shawn Cooney: Aren't that on a book or anything? No.

Shawn Cooney: Hello Ella.

Shawn Cooney: I'm still a couple of minutes before so I'm just gonna sit here and wait. hopefully someone else joins and if not, we'll go through this slides and please feel free to ask any questions you have after the presentation

00:05:00

Shawn Cooney: hey I'm going to restart the presentation.

Shawn Cooney: Okay, so I finally got the presentation shared So we've got one person online Ella Nigro and it's about

Shawn Cooney: five past six o'clock, Then time to get the present presentation going so we're Corner stock Cloud farming LLC and Corner stock farm. This is the presentation and it was Control Commission and we'll go through a set of slides and have any of the available for any questions at the end. So Cloud farming and cornerstock farm are located at 50 Condor Street in East Boston.

00:10:00

Shawn Cooney: The corporate structure of cloud farming it's been operating since 2003 East Boston Constance Cooney is the primary partner with 51% ownership and Shawn Cooney has 49% There are no other director indirect participants and the address of cloud farming and the principles is 77 Pond Street, Marblehead, Massachusetts. The timeline of what's been going on is we started in 2018 trying to get a host Community agreement with the city of Boston. We moved through a bunch of steps of that and finally received a host Community agreement with the city of Boston and Boston zoning approval in February of 2020.

Shawn Cooney: The proposed timeline was the initial company was founded in through 2022. We worked with the city to complete a host Community agreement the first quarter of 2022. We submitted an application to the Cannabis Control Commission and we're anticipating that through first fourth quarter of

2023 will begin receiving our licenses currently. Cloud farming is a 2,000 square foot indoor farm at 50 Condor Street in East Boston, and we're producing as much lettuce as a Four Acre Farm. The plan is to convert 25 to 75% of the growing space to cannabis production.

Shawn Cooney: We're fully operational farm that has been bootstrapped by Connie and Shawn Cooney. We're an automated farm with state-of-the-art lighting fertigation and management systems. And we have R&D relationships with Cutting Edge vendors in the agricultural space for lighting HVAC water and genetics. We've got seven years of farm operation experience. The city of Boston and Shawn is the vice chairman of the national cannabis Association facility design committee and founder of the same sustainable cannabis Coalition and chairman of the ASTM sustainable cannabis committee.

Shawn Cooney: Platforming has Brand awareness in the Metro Boston area and consumer at wholesale areas with thousands of customers from families through restaurants in the city of Boston and has received substantial print radio and media coverage in the city and nationally. the card Farm overview is we grow lettuce and herbs and through a DBA named cornstock farm, and we have additionally an imdara license for growing hemp. The plan with cannabis will still have corn stock Farm growing lettuce and herbs and we'll have a cannabis farm that will be cultivating and Manufacturing products with no retail exposure in the 50 Contour street address.

Shawn Cooney: the fit of cornerstock farm with eagle Hill in the East Boston is great. We're in the industrial Zone at 50 Congress Street and 17 May Street, depending on how you look at the addresses. We're in industrial Zone. We're 700 feet from the East Boston high school 1400 feet from the Mario who Mana school and half a mile from Berkshire Roots, which is the closest cannabis operation in the city in East Boston, and that's a retail only operation and we're more than half a mile from other major neighborhoods in neighborhood features in these Boston. we've been involved in.

Shawn Cooney: East Boston since 2013 the Cannabis part of the business has received substantial coverage from the East Boston times. We've met with the eagle Hill civic association twice to let them know what our plans are in 2018 and 2021. We've got long-term relationships as cannabis as cornerstock farm with Adrian matero and John Lebow the commission of mdar and we've been involved with EC Farm the Mario Mona School in the case School stem program and the folks at Harbor Keepers as well as many personal relationships with our neighbors. This is an example. One of the things we've done with these teeth Farm. We've grown seedlings for them for their farms around East Boston.

00:15:00

Shawn Cooney: We've got history developing A diversity inequity plan at the peak. Cornerstock Farm was seven women and two men which in basically added up to eight percent disinforanchized populations according to the Sea. according to the Again, it was Control Commission definition and we had two Easter residents and five Boston residents and in 2014. We started paying wages at \$15 an hour.

Shawn Cooney: So we plan to continue building on that history of diversity and equity in our employment plans. We planned to track all our Dei data using sustainable life software and publish reports to the website and to the authorities as needed and as required we plan on working with the Eagles civic association. The mayor's office Workforce Development returning citizens. These tea times El Mundo in the regrow foundation in order to maintain our employment. profile

Shawn Cooney: There'll be no retail at the site. We get early planning with coral on a security plan. There'll be no retail and no cash transactions or any transactions of any sort no cards or okay credit card

processing or checks, we have got a soft security. We've built on seven years of neighborhood involvement. And I think that will continue to provide us with visibility in the neighborhood and keeping it a safe and secure location.

Shawn Cooney: The plan is to hit we already have 24 hour visit video surveillance in 24 hour human monitoring and that information will be recorded and stored to the cloud as we go forward. These structures themselves. The farm itself is secure by Design their steel superstructures with two layers of aluminum. There are no windows and they're complete with LED lighting and climate control. So there's no need of access other than these doors which will be secure long term the plan is that they'll be battery and back up generations for the systems fire entry and we're seeing alarms.

Shawn Cooney: Surveillance recorded directly to the cloud of all work areas in access points with thermal infrared motion activated sensors. There will be biometric or keycard. With two-factor authors authentication for accessing the facility with auto locking growing units in the production areas. And again all data will be recorded to the cloud and available for Access inside-out security all of the Cannabis that will be planted and harvested in the environment. We'll be using the metric seed to sale tracking program. So everything that gets planted will be tracked from sprouts in the facility to the time it leaves the facility and goes to some retail environment for sale.

Shawn Cooney: And that information is recorded in tracked by Cloud farming and these reported to the Cannabis Control Commission. The growth plan is we have a right of refusal for 25 20,000 square feet of land at our current location where we could build up to 60,000 square feet in indoor facility and

Shawn Cooney: the plan is to maintain control of the company with private debt-based funding is supposed to equity funding. There's the potential up to 20 management manufacturing and production jobs for local residents and we've got plans and facility to get whatever we grow out to the market already in place.

Shawn Cooney: And that's it. If you want to anyone has any questions, this is the time to ask we're Connie and Shawn Cooney are names and addresses are here and you can find information under licensing on our Cloud farming dot net website. So this recording will be posted there as well as other access information.

00:20:00

Shawn Cooney: Okay, so it looks like Left the meeting and I'm the only person still here.

Shawn Cooney: And I'm gonna do a screenshot. And record the fact that there are people here there was and the recording will be closed out and we'll be posted. Thanks Ella for being here even though you're not here anymore.

Shawn Cooney: Okay, I'm stuck recording. And I'm going to stop the transcription.

Meeting ended after 00:21:22 🙌



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

CCC Neighborhood Meeting

Applicant/Licensee Entity Name: CloudFarming LLC

Applicant/Licensee Address: 77 Pond Street Marblehead MA 01945

Application #: MBN281350

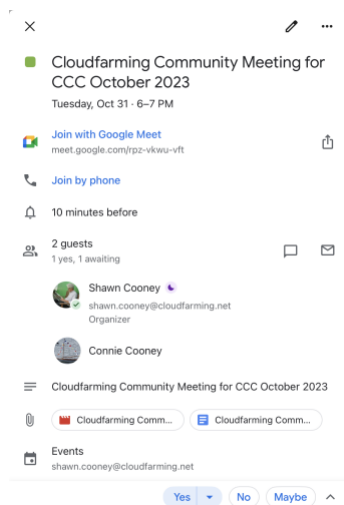
Date: 2/19/23

Amended 5/5/23

Revised 10/31/23

Neighborhood meeting documentation:

- Link on Cloudfarming website to neighborhood meeting 10/31/23 6 PM Eastern recording stored in YouTube (<https://www.cloudfarming.net/licensing>)
 - <https://www.cloudfarming.net/licensing>
 - <https://youtu.be/qe-rU9prddo>
- The link to access the neighborhood meeting presentation of 10/31/23 available through the link included in notices and flyers



Text version of invitation

- Tuesday, October 31 at 6:00 pm via Google Meet Meeting Forum.
- Date: Tuesday, October 31
- Time: 6:00PM
- Event Link: <https://meet.google.com/rpz-vkwu-vft>
- Dial-in Number: 1 574 316 0005 PIN875609567#

Cloudfarming neighborhood meeting as automatically recorded by Google Meet 10/31/23 starting at 5:57PM Eastern, stored on Google Drive <https://youtu.be/qe-rU9prddo>



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

- **1 invitee attended the session on October 31 2023 – sample screen shot at 6:18**



- Transcript is included as a separate document

...

🔊 42% 🔋



FYI Cloudfarming Community Meeting Fwd: Publishing a Notice for an October 31 2023 meeting



me Oct 18
to Jasmin ▾



Hi **Jasmin**, I couldn't get the CCC to change this mind on the notice to the clerk so I've gone ahead and scheduled another meeting for the 31st of October.

As always - Thanks for your help and advice,

Shawn

Shawn Cooney 9787647285 shawn@cornerstalk.com shawn.cooney@cloudfarming.net

----- Forwarded message -----

From: **Kellie Donovan** <kellie.donovan@boston.gov>

Date: Mon, Oct 16, 2023 at 8:42 AM

Subject: Re: Publishing a Notice for an October 31 2023 meeting

To: Shawn Cooney <shawn.cooney@cloudfarming.net>

CC: <publicnotice@boston.gov>

Hi Shawn

The following notice is posted:

<https://www.boston.gov/public-notices/16048721>

Kellie

Kellie Donovan
Administrative Assistant
City Clerks Department
617-635-2691
kellie.donovan@boston.gov



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):
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:

b. Name of publication:

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:

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:

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:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:





Cloudfarming LLC 77 Pond Street Marblehead MA 01945

CCC Plan for Positive Impact: Cloudfarming LLC

Applicant/Licensee Entity Name: CloudFarming LLC

Applicant/Licensee Address: 77 Pond Street Marblehead MA 01945

Application #: MBN281350

Date: 2/19/23

Update: 5/5/23

Goals

1. Employees will be hired that fall within CCC identified populations within areas of disproportionate impact. (See Overview 1, 2 and 3 below)
2. Provide information about the marijuana industry to social equity program applicants and economic empowerment applicants and help give them tools to succeed

Overview

1. Cloud Farming is located in East Boston, MA. East Boston is not included as areas of disproportionate impact, as defined by the Massachusetts Cannabis Control Commission thus we will focus on bringing employees into East Boston from Revere, Lynn, Chelsea and the areas of Boston that are impacted (see note 1 below)
2. Cloud Farming will target hiring employees from CCC identified area of disproportionate impact Revere, Lynn, Chelsea and the areas of Boston that are impacted (see note 1 below)(see measurement section below)
3. Cloud Farming intends to do business with social equity business owners and economic empowerment business owners as defined by their community and or the CCC. In particular target wholesale sales and contracted services to these business. (see measurement section below)
4. Cloud Farming has described these goals to be accomplished within the first year of operation after receiving a provisional license from the CCC
5. Cloud Farming will ensure that the implementation of these programs will not violate 935 CMR 500.105 (4)

Programs

1. Disproportionate Impact hiring, sales and procurement from within the City of Boston targeting metrics set out in Overview 1,2 and 3 above.
 - a. Utilize Masseur.com and all available job fairs.
 - b. Utilize Boston Cannabis Board Equity Program
2. Design, build, operational and sustainability programming targeted to the City of Boston applicants utilizing the resources of the NCIA Facility Design Committee, Sustainable Cannabis Coalition and ASTM D37
 - a. Cloudfarming will bring equity applicants in an existing NCIA Facility Design Committee program to benefit from free hot seat style project review sessions with 17 nationally recognized engineers, architects, design build professionals. Sessions are held currently monthly and we will target 1 session for Boston equity applicant per quarter.
 - b. Note: Cloudfarming principals are Founders of the Sustainable Cannabis Coalition, Chairperson ASTM D37.09 and organizer of the NCIA FDC



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

Measurements

1. After the first year of operation and maintained afterwards
2. At least 30% of employees fall into CCC identified populations falling within areas of disproportionate impact as described above.
3. Regularly work with at least 4 social equity applicant or economic empowerment applicant owned businesses on their facility plans
4. Develop strong business relationships (buy or sell goods at least quarterly) with at least 5 businesses or 50% of the businesses in Cloudfarming's portfolio owned by a social equity applicant or economic empowerment applicant
5. Measurements will be documented with direct evidence recorded as part of Cloudfarming's sustainability program utilizing SustainLife Software and submitted every year to the CCC

Name: Joseph Shawn Cooney

Date: 2/15/23

Signature:

Partner Cloud Farming LLC

6. Plan to Positively Impact Disproportionately Harmed People. The applicant submitted the proposed plan to positively affect people in areas of disproportionate impact that complies with the Commission's guidance. For guidance, please see: <https://masscannabiscontrol.com/public-documents/guidance-documents/>. 935 CMR 500.101(1)

☐ COMPLIANT ☒ MORE INFORMATION REQUIRED ☐ N/A

Note: Please address the following items:

- o Specifies the geographic area of disproportionate impact that will be positively impacted. Additionally, if the following locations (Boston, Lowell, Springfield, and Worcester) are listed, the specific census tracts must be included, which can be found by using the following link: <https://masscannabiscontrol.com/public-documents/guidance-documents/>. (If applicable)
- o Goal 1: "Employees will be hired that fall within CCC identified populations within areas of disproportionate impact." Please specify the census tracts of Boston the establishment intends to positively impact. Please note, the census tracts can be found here: <https://mass-cannabis-control.com/wp-content/uploads/2018/04/Guidance-for-Identifying-Areas-of-Disproportionate-Impact.pdf>

Each goal should be measurable and tailored to, or makes a reasonable connection to address the Commission-approved areas of disproportionate impact.

- o Goal 2: The plan states "Provide information about the marijuana industry to Social Equity Program applicants and Economic Empowerment applicants". Please clarify how the establishment intends to provide "information" to Social Equity and Economic Empowerment participants as well as the frequency. For example, if the establishment intends to host an educational program, how often will it be held and how will the establishment recruit and/or advertise to these participants. The establishment has stated it will work with "...3 social equity applicant or economic empowerment applicant owned businesses" is this monthly, annually, etc.

The applicant's proposed programs should detail the ways in which it will effectuate the listed goal, which should include the frequency, duration, and targeted audience of each program.

- o Program 1: "Disproportionate Impact Hiring Program particularly within the City of Boston" Please clarify the ways the establishment will advertise to individuals from census tracts of Boston (job ads, hiring fairs, events, etc). Additionally, please provide the frequency of such activities.



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

- Program 2: "Design, build, operational and sustainability programing particularly within the City of Boston utilizing the resources of the NCIA Facility Design Committee, Sustainable Cannabis Coalition and ASTM D37." Please clarify how this program will positively impact Social Equity Program and Economic Empowerment participants in Goal 2. How often will these programs be held?

Goal Examples:

Provide at least 10 Holyoke residents per year who have past drug convictions with education and support relating to sealing criminal records to reduce barriers to entry in the cannabis industry.

Hire 10% of employees from Holyoke with prior drug convictions.

Program Examples:

Host an annual record sealing workshop teaching which criminal records can be sealed and how to seal them. Publicize the date and time the workshop in a newspaper of general circulation.

Hold a career fair once a year at Holyoke Community College (for individuals 21 years of age or older in compliance with the Commission's advertising regulations) and advertise job postings twice a month in The Holyoke Sun.

Metrics Examples:

Applicant will document the record sealing workshop date, the topics discussed, the number of attendees, to which targeted group the attendees belong and referral sources.

Applicant will count the number of individuals who were hired from Holyoke with prior drug convictions.



Note1

Table 1. Designated Boston Census Tracts	
Full Census Tract Name	6 Digit Tract
Census Tract 8.03, Suffolk County, Massachusetts	803
Census Tract 101.03, Suffolk County, Massachusetts	10103
Census Tract 101.04, Suffolk County, Massachusetts	10104
Census Tract 103, Suffolk County, Massachusetts	10300
Census Tract 104.04, Suffolk County, Massachusetts	10404
Census Tract 104.05, Suffolk County, Massachusetts	10405
Census Tract 607, Suffolk County, Massachusetts	60700
Census Tract 610, Suffolk County, Massachusetts	61000
Census Tract 611.01, Suffolk County, Massachusetts	61101
Census Tract 702, Suffolk County, Massachusetts	70200
Census Tract 712.01, Suffolk County, Massachusetts	71201
Census Tract 803, Suffolk County, Massachusetts	80300
Census Tract 611.01, Suffolk County, Massachusetts	61101
Census Tract 804.01, Suffolk County, Massachusetts	80401
Census Tract 805, Suffolk County, Massachusetts	80500
Census Tract 806.01, Suffolk County, Massachusetts	80601
Census Tract 808.01, Suffolk County, Massachusetts	80801
Census Tract 815, Suffolk County, Massachusetts	81500
Census Tract 817, Suffolk County, Massachusetts	81700
Census Tract 818, Suffolk County, Massachusetts	81800
Census Tract 819, Suffolk County, Massachusetts	81900
Census Tract 820, Suffolk County, Massachusetts	82000
Census Tract 821, Suffolk County, Massachusetts	82100
Census Tract 901, Suffolk County, Massachusetts	90100
Census Tract 902, Suffolk County, Massachusetts	90200
Census Tract 903, Suffolk County, Massachusetts	90300
Census Tract 904, Suffolk County, Massachusetts	90400
Census Tract 906, Suffolk County, Massachusetts	90600
Census Tract 912, Suffolk County, Massachusetts	91200
Census Tract 914, Suffolk County, Massachusetts	91400
Census Tract 917, Suffolk County, Massachusetts	91700
Census Tract 918, Suffolk County, Massachusetts	91800
Census Tract 919, Suffolk County, Massachusetts	91900
Census Tract 920, Suffolk County, Massachusetts	92000
Census Tract 923, Suffolk County, Massachusetts	92300
Census Tract 924, Suffolk County, Massachusetts	92400
Census Tract 1001, Suffolk County, Massachusetts	100100
Census Tract 1002, Suffolk County, Massachusetts	100200
Full Census Tract Name	6 Digit Tract
Census Tract 1006.01, Suffolk County, Massachusetts	100601
Census Tract 1010.01, Suffolk County, Massachusetts	101001
Census Tract 1011.01, Suffolk County, Massachusetts	101101
Census Tract 1011.02, Suffolk County, Massachusetts	101102
Census Tract 1102.01, Suffolk County, Massachusetts	110201
Census Tract 1205, Suffolk County, Massachusetts	120500
Census Tract 9801.01, Suffolk County, Massachusetts	980101
Census Tract 9803, Suffolk County, Massachusetts	980300
Census Tract 9811, Suffolk County, Massachusetts	981100
Census Tract 9817, Suffolk County, Massachusetts	981700
Census Tract 9818, Suffolk County, Massachusetts	981800



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)

Federal Employer Identification Number: 462413335 (must be 9 digits)

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

2a. Location of its principal office:

No. and Street: 77 POND STREET

City or Town: MARBLEHEAD

State: MA

Zip: 01945

Country: USA

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

No. and Street: 77 POND STREET

City or Town: MARBLEHEAD

State: MA

Zip: 01945

Country: USA

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

CLOUDFARMING IS AN AGRICULTURAL BUSINESS OR FARM WHERE ALL GROWING OCCURS IN GREENHOUSE LIKE STRUCTURES.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CONSTANCE COLLINS COONEY

No. and Street: 77 POND STREET

City or Town: MARBLEHEAD

State: MA

Zip: 01945

Country: USA

I, CONSTANCE COLLINS COONEY 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	CONSTANCE COLLINS COONEY	77 POND STREET MARBLEHEAD, MA 01945 USA

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

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

SOC SIGNATORY

JOSEPH SHAWN COONEY

77 POND STREET
MARBLEHEAD, MA 01945 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JOSEPH SHAWN COONEY	77 POND STREET MARBLEHEAD, MA 01945 USA

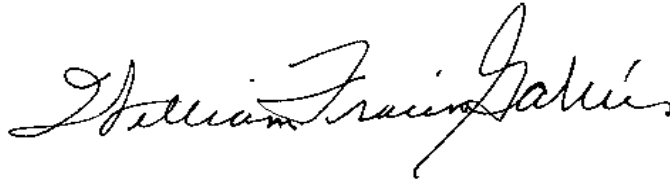
9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 1 Day of April, 2013,
CONSTANCE C COONEY
(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:

April 01, 2013 03:02 PM

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

**LIMITED LIABILITY COMPANY OPERATING
AGREEMENT**

OF

CLOUDFARMING LLC

(A MASSACHUSETTS LIMITED LIABILITY COMPANY)

DATED AS OF April 01, 2013

LIMITED LIABILITY COMPANY OPERATING

AGREEMENT

OF

CLOUDFARMING LLC

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this "Agreement") has been made and entered by and among the persons and/or entities whose names appear on Exhibit A annexed hereto (individually a "Member" and collectively the "Members"), for the purposes of setting forth the rights and obligations of the Members in and to CLOUDFARMING LLC (the "Company") formed pursuant to the provisions of the Massachusetts Limited Liability Company Act (the "Act").

WITNESSETH

WHEREAS, the Company was formed on April 01, 2013, subject to the laws of the State of Massachusetts; and

WHEREAS, the parties hereto have agreed upon the terms and conditions that will govern their relationship and wish to reduce such agreement to writing;

NOW, THEREFORE, in consideration of the premises, the mutual agreements contained herein and other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

INTERPRETATION

1.1 Definitions.

Unless otherwise expressly provided herein or unless the context clearly requires

otherwise, the following terms as used in this Agreement shall have the following meanings:

"Act." Means the Massachusetts Limited Liability Company Act , as amended from time to time.

"Additional Capital Contributions." Means the aggregate amount of additional Capital Contributions made to the Company by the Members, beyond the initial Capital Contributions of the Members pursuant to Section 3.1(c).

"Affiliate." Means a Person that directly or indirectly through, one or more intermediaries, controls or is controlled by, or is under common control with the Person specified. For this purpose "control" of a Person means that power (whether or not exercised) to direct the policies, operations or activities of such Person by or through ownership of, or right to vote, or to direct the manner of voting of such Person, or pursuant to law, or agreement or otherwise. No Member shall be deemed to be an Affiliate of another Member by virtue of this Agreement or their respective ownership of Interests in the Company.

"Agreement." Means this Limited Liability Company Operating Agreement by and among the Members, as further amended or restated from time to time.

"Available Cash." Means as of any date, all cash receipts received by the Company (other than Capital Contributions), less the sum of the following to the extent made from cash receipts received by the Company:

(i) all principal, interest and other payments due and owing with respect to loans, mortgages and other indebtedness of the Company;

(ii) all cash expenditures then necessary, in the opinion of the Board of Management, to be made in connection with the operation of the Business of the Company; and

(iii) such cash reserves as the Board of Management deems reasonably necessary for the proper operation of the Business of the Company and all costs and expenses of the Business of the Company.

"Board of Management." Means the Board of Management of the Company as described in Article V hereof.

"Business." Means CLOUDFARMING IS AN AGRICULTURAL BUSINESS OR FARM WHERE ALL GROWING OCCURS IN GREENHOUSE LIKE STRUCTURES.

"Capital Account." Means the Capital Account maintained and adjusted for each Member pursuant to Section 4.1.

"Capital Contribution." Means the aggregate amount of cash and the initial Gross Asset Value of any property (other than cash) contributed to the Company by a Member as of such time.

"Code." Means the Internal Revenue Code of 1986, as amended, and as it may be further amended from time to time.

"Company." Means CCloudFarming LLC, a limited liability company formed under the laws of the State of Massachusetts.

"Disability." Means with respect to a Person, (i) the inability (as determined by the Board of Management) of the Person, as a result of any physical or mental incapacity, to perform any material duties of the Person under this Agreement for a period of one hundred eighty (180) consecutive days or two hundred seventy (270) days during any twelve-month period or (ii) the entry of judgment of a court of competent jurisdiction adjudicating the Person to be incompetent to manage such Person's property or person.

"Interest." Means the ownership interest of a Member in the Company as reflected on Exhibit A annexed hereto, as the same may, from time to time, be required to be amended. Holders of Interests shall not be entitled to vote or grant or withhold consents on any Company matter unless required by the Act or expressly provided for in this Agreement. All Interests shall be considered personal property.

"Fair Market Value." Means the fair market value of a Member's Interest, as determined by an appraiser appointed by the Board of Management. The Fair Market Value of a Member's Interest shall be based upon an arm's length sale of the Company on such date in its entirety, such sale being between a willing buyer and a willing seller without regard to any minority discount or a discount with respect to disparate voting

rights or a lack of marketability and liquidity for such Member's Interests. In determining Fair Market Value, the Board of Management appointed appraiser may obtain and rely on information and advice from any source or sources it deems appropriate, including investment banks, consulting firms, accounting firms and/or appraisal forms. Any determination of Fair Market Value made by the Board of Management appointed appraiser shall be final and conclusive on the Company and the Members and their permitted successors and assigns.

"Fiscal Year." Means the fiscal year of the Company, which shall be the calendar year or, in the case of the first fiscal year of the Company, the portion of the calendar year commencing on the date hereof and, in the case of the last fiscal year of the Company, the portion of the calendar year ending on the date on which the winding-up of the Company is completed. The taxable year of the Company for U.S. federal income tax purposes shall be determined under Section 706 of the Code. The Board of Management shall have the authority to change the ending date of the fiscal year if the Board of Management determines in good faith that such change is necessary or appropriate; provided that the Board of Management shall promptly give written notice of any such change to the Members.

"Gross Asset Value." Means with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as set forth herein;

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Board of Management, as of the following times: (i) the acquisition or issuance of Interests in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution or in connection with the grant of an Interest as consideration for the provision of services to or for the benefit of the Company; (ii) the distribution by the Company to a Member of more than a de minimis amount of property or money as consideration for an interest in the Company; and (iii) the liquidation of the Company within the meaning of Regulation Section 1-704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (i) and (ii) above shall be made only if the Board of Management determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members;

(c) The Gross Asset Value of any Company asset distributed to a Member shall be the gross fair market value of such asset on the date of distribution;

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining capital accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m); and

(e) If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraphs (a), (b), or (d), such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

"Managers." Means those individuals designated as Managers serving on the Board of Management as provided in Section 5.1 of this Agreement.

"Net Profits" and "Net Losses." Means, for each Fiscal Year, the Company's taxable income or loss for such year determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(i) of the Code shall be included in taxable income or loss with the following adjustments (without duplication):

(a) Any income of the Company that is exempt from federal income tax shall be added to such taxable income or loss:

(b) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)), and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition of "Net Profits" and "Net Losses," shall be subtracted from such taxable income or loss;

(c) If the Gross Asset Value of any Company asset is adjusted pursuant to clause (b) or clause (c) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as Net Profit or Net Loss from the disposition of such asset;

(d) Gain or loss resulting from any disposition of property with respect to which gain

or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) To the extent an adjustment to the adjusted tax basis of any item of property pursuant to Sections 734(b) or 743(b) of the Code is required, pursuant to Regulation Section 1.704-(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the item of property) or loss (if the adjustment decreases such basis) from the disposition of such item of property and shall be taken into account for purposes of computing Net Profits or Net Losses.

"Percentage Interests." Means the percentage of each Member's Interest in the Company as reflected on Exhibit A hereto, as such Exhibit may be amended from time to time in accordance with the terms hereof and subject to adjustment as set forth in this Agreement.

"Person." Means an individual, corporation, partnership, limited liability company, trust, unincorporated organization, association or other entity.

"Regulations." Means the Treasury Regulations promulgated under the Code as such regulations may be amended from time to time (including the corresponding provisions of succeeding regulations).

"Transfer" or "Transferred." Means the mortgage, pledge, transfer, sale, assignment, gift or other disposition, in whole or in part, of an Interest, whether voluntarily, by operation of law or otherwise.

1.2 Terms Defined Elsewhere.

The following terms have been defined in the locations set forth below.

<u>Defined Term</u>	<u>Location</u>
Additional Capital Contribution Notice	Section 3.1(c)
Attorney-in-Fact	Section 11.2(a)

Bona Fide Offer	Section 9.3(b)
Cause	Section 5.1(e)
Company Election Notice	Section 9.3(c)
Company Minimum Gain	Section 4.3(c)(iv)(A)
Contributing Additional Capital Member	Section 3.1(d)(ii)
Contributing Member	Section 3.1(b)(ii)
Effective Date	Section 4.3(a)(ii)
Effective Transfer Date	Section 9.2(c)
Failed Additional Capital Contribution	Section 3.1(d)(ii)
Failed Contribution	Section 3.1(b)(ii)
Good Cause	Section 5.6(b)
Indemnified Person	Section 6.1(a)
Involuntary Selling Member	Section 9.4(a)
Member Election Notice	Section 9.3(d)
Member Minimum Gain	Section 4.3(c)(iv)(B)
Members Nonrecourse Debt	Section 4.3(c)(iii)(A)
Member Nonrecourse Deductions	Section 4.3(c)(iii)(A)
Non-Contributing Additional Capital Member	Section 3.1(d)(ii)
Non-Contributing Member	Section 3.1(b)(ii)
Nonrecourse Deductions	Section 4.3(c)(iii)(B)
Offeree	Section 9.3(b)
Offered Interests	Section 9.3(b)
Option	Section 5.1(g)
Option Termination Date	Section 9.3(f)
Proportionate Share	Section 9.3(d)
Regulatory Allocation	Section 4.3(d)

Selling Manager	Section 5.1(g)
Selling Member	Section 9.3(a)
Tax Distribution	Section 4.2(e)
Terminated Member	Section 5.6(a)
TMP	Section 7.5

1.3 General Rules of Construction.

As used in this Agreement, pronouns shall refer to male or female persons or corporate entities where such construction is required to give meaning to a provision contained herein. Whenever a singular or plural number is used herein, the same shall refer to the plural or singular, as applicable, as well. Unless the context clearly requires otherwise, the words "hereof," "herein" and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provision hereof. The terms "including" and "include" however used are not limiting and mean "including without limitation." In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if negotiated and drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

ARTICLE II

THE COMPANY

2.1 Formation of Company.

The Company was formed pursuant to the provisions of the Act. The rights and liabilities of the Members, the management of the affairs of the Company and the conduct of its Business shall be as provided in the Act, except as otherwise expressly provided herein.

2.2 Name.

The name of the Company shall be CCloudFarming LLC; however, the Board of Management, subject to the terms of this Agreement, may change the name of the

Company at any time and from time to time upon written notice to the Members.

2.3 Term of Company.

The term of the Company commenced upon the filing of the appropriate formation documents in the Office of the Secretary of State of the State of Massachusetts in accordance with the Act and shall continue until terminated in accordance with this Agreement or as provided by law.

2.4 Purposes of Company.

The purposes of the Company are to (i) engage in any lawful act or activity for which limited liability companies may be organized under the Act; and (ii) do all things necessary, suitable or proper for the accomplishment of, or in the furtherance of the Company's Business as set forth herein and to do every other act or acts incidental to, or arising from or connected with, any of such purposes.

2.5 Offices.

The address of the Company's registered office in the State of Massachusetts shall be 77 Pond Street, Marblehead, MA , 01945. In addition, the Company shall maintain its chief executive office and principal place of business at 77 Pond Street, Marblehead , MA, 01945, or at such other places of business as the Board of Management deems advisable for the conduct of the Company's Business. The Board of Management from time to time may change the Company's chief executive office and/or its principal place of business and shall notify the Members in writing of any such changes.

2.6 Filings.

(a) The Board of Management is authorized to execute, file and publish, or cause to be filed and published, with the proper authorities in each jurisdiction where the Company conducts Business and where the failure to file or publish would have a material adverse effect on the Company or such other places as the Board of Management deems necessary or advisable, such certificates or documents in connection with the conduct of Business as are necessary or desirable pursuant to applicable law.

(b) The Members from time to time shall execute, acknowledge, verify, file, and

publish all such applications, certificates and other documents, and do or cause to be done all such other acts, as the Board of Management may deem necessary or appropriate to comply with the requirements of law for the formation, qualification and operation of the Company as a limited liability company in all jurisdictions in which the Company shall desire to conduct Business.

ARTICLE III

MEMBERS, COMPANY INTERESTS AND CAPITALIZATION

3.1 Interests and Capital Contributions of the Members.

(a) **Initial Interests/Initial Capital Contributions.** As of the date hereof, each Person named on Exhibit A shall become a Member and shall be shown as such on the books and records of the Company. Each Member's Capital Contribution shall be provided on Exhibit A. Each Member shall be required to contribute the full amount of said Capital Contribution on the date hereof, unless otherwise determined by the Board of Management. Each Member has been allocated the Percentage Interest set forth opposite such Member's name on Exhibit A annexed hereto.

(b) **Failure to Make Capital Contributions.** (i) The Company shall be entitled to enforce the obligations of each Member to make Capital Contributions pursuant to Section 3.1(a) hereof and the Company shall have all remedies available at law or in equity in the event any such Capital Contribution is not so made.

(ii) In the event that any Member fails to make a Capital Contribution when required pursuant to Section 3.1(a) (a "Failed Contribution"), and such Member shall not have cured such Failed Contribution within ten (10) business days of receipt of written notice of such failure from the Board of Management (each such Member is referred to as a "Non-Contributing Member"), then the Board of Management shall give notice of such failure to the other Member(s) and the amount of the Capital Contribution not funded by a Non-Contributing Member, and within ten (10) business days after receiving notice of such failure, any Member not in default with respect to the Failed Contribution, may elect to fund all or part of a Non-Contributing Member's Failed Contribution (each such funding Member is referred to as a "Contributing Member"). If more than one Member desires to be a Contributing Member, each such Member shall have the right to fund a portion of a Non-Contributing Member's Failed Contribution pro-rata in proportion to the relative

Interests of such Contributing Members or in such other proportion as they all may agree. If one or more Contributing Members elects to make up a Failed Contribution for a Non-Contributing Member, the Percentage Interest of a Contributing Member shall be increased to a percentage equal to the quotient (rounded up to the nearest one hundredth of one percent) obtained when the Failed Contribution funded by a Contributing Member is added to the total Capital Contributions made by such Contributing Member and is divided by the sum of all Members' Capital Contributions as of such date (including the aggregate Failed Contributions amounts funded by all Contributing Members). The Percentage Interest of a Non-Contributing Member shall be decreased (but not below zero) by the aggregate Percentage Interest increase of all Contributing Members as a result of funding such Non-Contributing Member's Failed Contribution.

(c) **Additional Contributions.** (i) The Board of Management, upon receiving the consent of all the Members, may call upon the Members to make Additional Capital Contributions (an "Additional Capital Contribution Notice") if the Board of Management in good faith determines that additional capital is required for the Company's Business, including to provide working capital, establish reserves or pay expenses, costs, losses or liabilities of the Company at any time and from time to time. Within twenty (20) days after the Additional Capital Contribution Notice is sent to the Members, each Member shall contribute to the Company an amount equal to such Member's pro-rata share of the aggregate amount identified on the Additional Capital Contribution Notice, based upon each Member's Percentage Interest. Each Additional Capital Contribution Notice shall specify the use of proceeds, the aggregate amount of Additional Capital Contributions requested, and the Additional Capital Contribution amount each Member is required to contribute to the Company.

(d) **Failure to Make Additional Capital Contributions.** (i) The Company shall be entitled to enforce the obligations of each Member required to make Additional Capital Contributions pursuant to Section 3.1(c) of this Agreement and the Company shall have all remedies available at law or in equity in the event any such Additional Capital Contribution is not so made.

(ii) If any Member shall fail to make his, her or its required Additional Capital Contribution as required pursuant to Section 3.1(c) of this Agreement (each such Member being thereafter referred to as a "Non-Contributing Additional Capital Member"), and if a Non-Contributing Additional Capital Member shall not have timely made his, her,

or its Additional Capital Contribution within ten (10) business days of receipt of written notice of such failure from the Board of Management, then the Board of Management shall give notice of such failure to the other Member(s) and the amount of the Additional Capital Contribution not funded by a Non-Contributing Additional Capital Member (a "Failed Additional Capital Contribution") and, within ten (10) business days after receiving notice of such failure, any Member not in default with respect to a Failed Additional Capital Contribution may elect to fund a portion of a Non-Contributing Additional Capital Member's Failed Additional Capital Contribution (each such funding Member is referred to as a "Contributing Additional Capital Member"). Each such Contributing Additional Capital Member shall have the right to fund a portion of a Non-Contributing Additional Capital Member's Failed Additional Capital Contribution pro-rata in proportion to the relative Interests of such Contributing Additional Capital Members or in such other proportions as they all may agree.

(iii) If one or more Contributing Additional Capital Members elect to make up a Failed Additional Capital Contribution for a Non-Contributing Additional Capital Member, the Percentage Interest of a Contributing Additional Capital Member shall be increased to a percentage equal to the quotient (rounded up to the nearest one hundredth of one percent) obtained when the aggregate amount of the Failed Additional Capital Contribution funded by a Contributing Additional Capital Member is added to the total Capital Contributions and Additional Capital Contributions made by such Contributing Additional Capital Member and is divided by the sum of all Members' Capital Contributions and Additional Capital Contributions as of such date (including the aggregate Failed Additional Capital Contribution amounts funded by all Contributing Additional Capital Members). The Percentage Interest of a Non-Contributing Additional Capital Member shall be decreased by the aggregate Percentage Interest increase of all Contributing Additional Capital Members as a result of funding such Non-Contributing Additional Capital Member's Failed Additional Capital Contribution.

3.2 No Withdrawal of Capital Contributions.

Except upon dissolution and liquidation of the Company, no Member shall have the right to withdraw, reduce or demand the return of his, her or its Capital Contribution, or any part thereof.

3.3 Return of Capital Contributions.

Except upon dissolution and liquidation of the Company or as otherwise provided herein, there is no agreement, nor time set, for the return of any Capital Contribution of any Member. A Member shall look solely to the assets of the Company for the return of his, her or its Capital Contributions, and if the assets remaining after the payment or discharge of the debts and liabilities of the Company are insufficient to return his, her or its Capital Contributions, the Members shall have no recourse against the Board of Management for such insufficiency.

3.4 No Obligation to Restore Negative Balances in Capital Account.

No Member shall have an obligation, at any time during the term of the Company or upon its liquidation, to pay to the Company or any other Member or third party an amount equal to any part or all of the negative balance in such Member's Capital Account.

3.5 No Liability of Members, Managers and Their Affiliates For Capital and Debts.

The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company. Neither the Members, the Managers nor any Person that is an Affiliate of a Member or the Managers shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, acting as a Manager or being an Affiliate of any of them.

3.6 Withdrawal by a Member.

No Member shall have the right to withdraw from the Company without the prior written consent of the Board of Management. From and after the effective date of such withdrawal, the withdrawing Member shall not be entitled to receive any distributions from the Company.

3.7 Securities Laws Representations.

Each Member, by executing this Agreement, hereby represents and warrants to the Company and to the Members that such Member (a) is aware that the acquisition of its Interest in the Company has not been registered under the Securities Act of 1933, as amended, or qualified under the securities laws of any state, (b) is acquiring its Interest in the Company solely for its own account and not for the account of any other Person, for

investment only, and not with a view to or for sale in connection with any distribution of such Interest, (c) understands that resale, pledge, assignment or other transfer of its Interest in the Company is limited by this Agreement and in any event may not be effected unless (i) the Transfer is registered and qualified under applicable securities laws, or is effected as a non-public offering that is exempt from the registration and qualification requirements of applicable securities laws, and (ii) the Person acquiring such Interest represents and warrants to the Company and to the Members that such Person is acquiring its Interest in the Company solely for its own account and not for the account of any other Person, for investment only, and not with a view to or for sale in connection with any distribution of such Interest, (d) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of acquiring its Interest in the Company, (e) acknowledges that there is no guarantee that the Company will be a financial success, and is able to bear the economic risk of the loss of its Interest in the Company, and (f) acknowledges that the Company and the Members are relying on the foregoing representations.

ARTICLE IV

CAPITAL ACCOUNTS; ALLOCATIONS OF NET PROFITS, NET LOSSES AND DISTRIBUTIONS

4.1 Capital Accounts.

(a) The Company shall maintain a separate capital account ("Capital Account") for each Member and his, her or its legal representatives, successors and permitted assigns.

(b) The Capital Account of each Member shall be maintained in accordance with Sections 1.704-1(b) and -2 of the Regulations and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Board of Management determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with Regulation Sections 1.704-1(b) and -2 the Board of Management may make such modifications, provided that it is not likely to have a material effect on the amounts distributable to any Member upon the dissolution of the Company.

(c) The Capital Account of each Member shall be as set forth herein and (i) increased by (A) the amount of cash and the Gross Asset Value (as at the time of its contribution) of

any property (other than cash) contributed to the Company by the Member (net of liabilities relating to such contributed property that the Company assumes or to which the Company takes subject under Section 752 of the Code); and (B) the amount of Net Profits allocated to such Member pursuant to Section 4.3 of this Agreement, and (ii) decreased by (A) the amount of Net Losses allocated to such Member pursuant to Section 4.3 of this Agreement; and (B) the amount of cash and the Gross Asset Value (at the time of its distribution) of property, if any, distributed to such Member by the Company (net of liabilities relating to such distributed property that such Member assumes or to which the Member takes subject under Section 752 of the Code).

(d) In the event any Member's Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest. In the case of a sale or exchange of an Interest in the Company at a time when an election under Code Section 754 is in effect, the Capital Account of the transferee Member shall not be adjusted to reflect the adjustments to the adjusted tax bases of Company property required under Code Sections 754 and 743, except as otherwise permitted by Regulation Section 1.704-1(b)(2)(iv)(m).

(e) In determining the amount of any liability for purposes of paragraph (c) above, there shall be taken into account Code Section 752(c) and the Regulations promulgated thereunder, and any other applicable provisions of the Code and Regulations.

(f) In the event the Gross Asset Values of Company assets are adjusted pursuant to paragraphs (b), (c) or (d) under the definition of "Gross Asset Value," the Capital Accounts of all Members shall be adjusted simultaneously to reflect the manner in which unrealized income, gain, loss and deduction inherent in all Company assets (that has not been previously reflected in the Capital Accounts) would be allocated pursuant to Article IV if there were a taxable disposition of Company property at fair market value.

4.2 Distributions of Available Cash.

(a) **Distributions of Available Cash.** Except as otherwise provided in this Agreement, Available Cash shall be distributed (i) promptly after the sale, exchange, or transfer of all or substantially all of the Company's assets, and (ii) at such times and in such amounts as are determined in the sole discretion of the Board of Management, to and among the Members in the following order of priority:

(i) To the Members pro-rata in accordance with their respective Percentage Interests in the Company.

(b) **Distributions Generally.**

To the extent any distributions pursuant to this Agreement were incorrectly made, the recipients shall promptly repay all incorrect payments and the Company shall have the right to set off any such incorrectly paid amount against any current or future sums owing to such recipients.

(c) **Limitations on Distributions.**

In determining the timing and amount of distributions, if any, the Board of Management shall consider the best interests of the Company provided, however that no distributions will be made if the making of such distributions would impair the Business of the Company or violate the Act, or any restriction imposed by this Agreement.

(d) **Distributions in Kind.**

If the Company makes a distribution in kind of Company property, the Capital Accounts of the Members shall be debited or credited as though the property had been sold for an amount equal to its fair market value and the amount received on such sale had been distributed.

(e) **Tax Distributions.** The Board of Management may, in its sole discretion, to the extent of the Company's Available Cash and as permitted by applicable law and any financing documents, cause the Company to distribute to the Members amounts sufficient to enable each Member to discharge its income tax liability for each taxable year arising as a result of its ownership of an Interest, determined by assuming the applicability to each Member of the highest combined effective marginal U.S. federal, state and local income tax rates, to the extent distributions otherwise cumulatively made or payable to a Member pursuant to Section 4.2(a) are insufficient to cover such tax liability (the "Tax Distributions"). The amount of such tax liability shall be calculated taking into account (i) the deductibility (to the extent allowed) of state and local income taxes for United States federal income tax purposes, (ii) the amount of cumulative Net Losses previously allocated to such Member in prior Fiscal Years and not used in prior Fiscal

Years to reduce taxable income for the purpose of making distributions under this Section 4.2(e) (based on the assumption that taxable income or taxable loss from the Company is each Member's only taxable income or tax loss), (iii) the amount and character of the taxable income or loss allocated to such Member or arising in respect of its Interest, and (iv) such other reasonable assumptions as the Board of Management determines in good faith to be appropriate. Tax Distributions shall be debited against such Member's Capital Account. Distributions pursuant to this Section 4.2(e) shall be treated as distributions to the Members pursuant to Section 4.2(a) in the order and priority specified therein. The amount distributable to any Member pursuant to Section 4.2(a) shall be reduced by any Tax Distributions made to such Member and not previously taken into account pursuant to this sentence. To the extent this Section 4.2(e) results in distributions other than in the ratio required by Section 4.2(a), the first distributions that are not made pursuant to this Section 4.2(e) shall be made so as to cause the aggregate distributions pursuant to Section 4.2(a), including those made pursuant to this Section 4.2(e), to be, as nearly as possible, in the ratio required by Section 4.2(a).

4.3 Net Profits and Net Losses.

(a) Generally.

(i) This Section 4.3(a) generally sets forth the rules for allocations of Net Profits and Net Losses to the Members. Section 4.3(b) sets forth the allocations of Net Profits, Net Losses and similar items, determined in accordance with the method of accounting based on U.S. federal income tax principles as adjusted by the allocation rules set forth in Regulation Sections 1.704-1(b) and 1.704-2, rather than in accordance with either GAAP or the method used in filing the Company's U.S. federal income tax return. Section 4.3(f) sets forth the manner in which items of income, gain, loss, deduction, credits and basis therefor will be allocated to the Members for income tax purposes to the extent such items may be allocated differently from the allocations referred to in the preceding sentence.

(ii) Except as otherwise provided in Section 4.3(a)(iii), all Net Profits, Net Losses, or any other items of income, gain, loss or deduction of the Company shall be allocated to the Members pursuant to this Article IV with respect to each Fiscal Year of the Company (or part thereof) as of the last day of such year. Except as otherwise provided herein, whenever a proportionate part of the Net Profit or Net Loss is credited or charged to a Member's Capital Account, every item of income, gain, loss, deduction or credit entering

into the computation of such Net Profit or Net Loss shall be considered either credited or charged, as the case may be, in the same proportion to such Member's Capital Account, and every item of credit or tax preference related to such Net Profit or Net Loss, and applicable to the period during which such Net Profit or Net Loss was realized shall be allocated to such Member in the same proportion.

(iii) Net Profits and Net Losses shall be allocated to the Members in the manner set forth below, as adjusted from time to time, and for this purpose, at the end of the month that includes the date on which there occurs the admission of a new member in the Company or a valid Transfer of all or part of a Member's Interest pursuant to Section 9.2 hereof (the "Effective Date") , the books of the Company shall be closed in accordance with Section 706(d) of the Code, and consistent therewith: (X) items of income, deduction, gain, loss and/or credit of the Company that are recognized prior to the Effective Date shall be allocated among those Persons who were Members in the Company prior to the Effective Date in accordance with Section 4.3(b); and (Y) items of income, deduction, gain, loss and/or credit of the Company that are recognized after the Effective Date shall be allocated among the Persons or entities who were Members after the Effective Date in accordance with Section 4.3(b).

(b) **Allocation of Net Profits and Net Losses.** This Section 4.3(b) sets forth the general rule for Net Profit or Net Loss allocations to the Members. Whereas, Sections 4.3(c), 4.3(d), 4.3(e), and 4.3(f) sets forth various special rules that modify or clarify the general rules of this Section 4.3(b). Subject to Sections 4.3(c), (d), (e) and (f) hereof, Net Profits and Net Losses during each of the Company's Fiscal Years shall be allocated as set forth below:

(i) **Allocation of Net Profits.**

(A) First, to the Members in an amount sufficient to reverse the cumulative amount of any Net Losses allocated to the Members in the current and all prior Fiscal Years pursuant to Sections 4.3(b)(ii)(B) and (C) (in the inverse order of such allocation) which have not been previously offset, in proportion to the allocation of such Net Losses to such Members; and

(B) The balance, to the Members pro-rata in accordance with their respective Percentage Interests.

(ii) **Allocation of Net Losses.**

(A) First, to the Members in the amount and in proportion to the Net Profits, if any, allocated to the Members pursuant to Section 4.3(b)(i)(B) until the cumulative amount of Net Losses allocated pursuant to this Section 4.3(b)(ii)(A) equals the cumulative amount of Net Profits allocated to each Member pursuant to Section 4.3(b)(i)(B) and not previously offset pursuant to this Section 4.3(b)(ii)(A);

(B) Second, to the Members, in proportion to the positive balance in their respective Capital Accounts, until the Capital Accounts of all Members have reached a zero balance; and

(C) The balance, to the Members pro-rata in accordance with their Percentage Interests.

(c) **Special Allocation Provisions.** Notwithstanding the general allocation rule set forth in Section 4.3(b), the following special allocation rules shall apply under the circumstances described therein.

(i) **General Limitation.** Notwithstanding anything to the contrary contained in Section 4.3, no allocation of Net Losses or items of loss or deduction shall be made to a Member which would cause such Member to have a deficit balance in his, her or its Capital Account which exceeds the sum of such Member's share (if any) of the recourse debt of the Company, such Member's share of Company Minimum Gain (as defined in Section 4.3(c)(iv)(A) hereof) and such Member's share of Member Minimum Gain (as defined in Section 4.3(c)(iv)(B) hereof), and such Net Losses or items of loss or deduction shall instead be allocated to the other Members pro rata in accordance with their respective positive capital account balances. If the limitation contained in the preceding sentence would apply to cause an item of loss or deduction to be unavailable for allocation to all Members, then such item of loss or deduction shall be allocated between or among the Members in accordance with the Members' respective "interests in the Company" within the meaning of Section 1.704-1(b)(3) of the Regulations.

(ii) **Qualified Income Offset.** In the event any Member unexpectedly receives an adjustment, allocation or distribution described in clauses (4), (5) and (6) of Regulation

Section 1.704-1(b)(2)(ii)(d) that results in such Member having a negative balance in his, her or its Capital Account in excess of the amount the Member is required to restore on a liquidation of the Company (or of the Member's interest in the Company), then, after any allocations required by Section 4.3(c)(iv) hereof, such Member shall be allocated income and gain in an amount and manner sufficient to eliminate such excess as quickly as possible. To the extent permitted by the Code and the Regulations, an allocation under this Section 4.3(c)(ii) shall be made only if and to the extent that such Member would have a negative balance in his, her or its Capital Account after all other allocations provided under this Article IV have been tentatively made as if this Section 4.3(c)(ii) were not in this Agreement. This Section 4.3(c)(ii) is intended to comply with the "qualified income offset" provision Regulation Section 1.704-1(b)(2)(ii)(d)(3) and shall be applied consistently therewith.

(iii)(A) **Member Nonrecourse Deductions**. Any Member Nonrecourse Deductions (as defined in Regulation Section 1.704-2(i)) for any Fiscal Year of the Company or portion thereof shall be allocated to the Member who bears the economic risk of loss with respect to the Members Nonrecourse Debt (as defined in Regulation Section 1.704-2(b)(4) to which such Member Nonrecourse Deductions are attributable, in accordance with Regulation Section 1.704-2(i)(1).

(iii)(B) **Nonrecourse Deductions**. Any Nonrecourse Deductions (as defined in Regulation Section 1.704-2(b)(1)) for any Fiscal Year or other period shall be specially allocated to the Members in proportion to their aggregate respective Percentage Interests.

(iv) **Company Minimum Gain Chargeback**. (A) Notwithstanding the other provisions of this Article IV, except as provided in Regulations Section 1.704-2(f), if there is a net decrease in Company Minimum Gain (as determined under Regulations Section 1.704-2(d)) during any Company taxable period, each Member shall be allocated items of Company income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Regulations Sections 1.704-2(f)(6), 1.704-2(g)(2) and 1.704-2(j)(2)(i), or any successor provisions. This Section 4.3(c)(iv)(A) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(B) **Member Minimum Gain Chargeback**. Notwithstanding the other provisions of this Article IV, except as provided in Regulations Section 1.704-2(i)(4), if there is a net

decrease in Member Minimum Gain attributable to Member Nonrecourse Debt (as determined under Regulation Section 1.704-2(i)(3)) during any Company taxable period, any Person with a share of Member Minimum Gain attributable to Member Nonrecourse Debt at the beginning of such taxable period shall be allocated items of Company income and gain for such period (and if necessary, subsequent periods) in the manner and amounts provided in Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2), or any successor provisions. This Section 4.3(c)(iv)(B) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(v) **Section 754 Adjustments**. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated among the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

(d) **Curative Allocations**. The allocations set forth in Section 4.3(c) (the “Regulatory Allocations”) are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 4.3(d). Therefore, notwithstanding any other provision of this Article IV (other than the Regulatory Allocations), the Board of Management shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting special allocations are made, each Member’s Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement.

(e) **Allocation on Liquidation**. Notwithstanding anything to the contrary contained in Section 4.3, but subject to the special allocation provisions set forth in Section 4.3(c), in connection with the liquidation of the Company, Net Profits and items thereof, and Net Losses and items thereof attributable to the year in which such liquidation takes place shall be allocated among the Members in such a manner that the Capital Account balance of each Member shall, to the extent possible, be the same amount as the

liquidation proceeds to be distributed to such Members pursuant to Section 10.2. To the extent that such allocations fail to produce such final Capital Account balances, such allocations of items of income (including gross income) and deductions for the year shall be made among the Members to the extent necessary to produce Capital Account balances in the same amount as the liquidation proceeds to be distributed to such Members pursuant to Section 10.2.

(f) Section 704(c) Allocation.

(i) Except as set forth in this Section 4.3(f), allocations for tax purposes of items of income, gain, loss and deduction, and credits and basis therefor, shall be made in the same manner as allocations as set forth in Section 4.3(b). Allocations pursuant to this 4.3(f) are solely for purposes of U.S. federal, state, local and foreign income taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses, other items or distributions pursuant to any provision of this Agreement.

(ii) Any item of Company income, gain, loss, deduction or credit attributable to property contributed to the Company, solely for tax purposes, shall be allocated among the Members in accordance with the principles set forth in Section 704(c) of the Code and the Regulations promulgated thereunder so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value at the time such property was contributed to the Company.

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to the definition of Gross Asset Value, subsequent allocations of income, gain, loss, deduction and credit with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations promulgated thereunder as in effect at that time such Gross Asset Value is adjusted.

(iv) Any elections or other decisions relating to allocations, including without limitation, the choice of permissible methods under Regulation Section 1.704-3 (Section 704(c) allocations) shall be made by the Board of Management in any manner that reasonably reflects the purpose and intention of the Agreement.

4.4 Withholding.

The Company may withhold and pay any taxes with respect to any Member which it is required to withhold and pay over under applicable tax law. Each Member hereby authorizes the Company to withhold from or pay on behalf of or with respect to such Member any amount of federal, state, local or foreign taxes that the Board of Management determines that the Company is required to withhold or pay with respect to any amount distributable to such Member pursuant to this Agreement. The Board of Management, on behalf of the Company, shall be entitled to take any other action it determines to be necessary or appropriate in connection with any obligation or possible obligation to impose withholding pursuant to any tax law or to pay any tax with respect to a Member. Any such taxes may be withheld from any distribution otherwise payable to such Member or, if no sufficiently large distribution is imminent, the Company may require the relevant Member to promptly reimburse the Company for the amount of such tax withheld and paid over by the Company. No such reimbursement payment will be considered a Capital Contribution for purposes of this Agreement and shall not increase the Capital Account of the Member making such reimbursement payment. Taxes withheld on amounts directly or indirectly payable to the Company and taxes otherwise paid by the Company shall be treated for purposes of this Agreement as distributed to the appropriate Member and paid by the appropriate Member to the relevant taxing jurisdiction.

ARTICLE V

MANAGEMENT & MEMBERS

5.1 Board of Management.

(a) Subject to the provisions of this Agreement, the Business and affairs of the Company shall be managed and conducted under the direction of the Members appointed to act as the Company's Board of Management. The initial Members serving on the Board of Management shall be Joseph Shawn Cooney and Constance Collins Cooney. The Managers appointed to act as the Company's Board of Management shall serve until their successors are appointed in accordance with Section 5.1(e).

(b) **Compensation**. The Managers serving on the Board of Management shall not be entitled to receive any compensation for the services rendered to the Company in each case in their capacity as Managers. If a Manager directly or indirectly performs other services for the Company as an employee, consultant or independent contractor, such Manager shall be entitled to reasonable compensation therefore, as determined by all the Members.

(c) **Meetings**. Meetings (if any) of the Board of Management shall be held on such dates and in such places as may be determined from time to time by the unanimous vote of the Managers. Notice of any such meetings shall be given to all the Managers within ten (10) days after receipt of such request and not fewer than ten (10) days before the date of the meeting. The notice shall state the place, date, hour, and purpose or purposes of the meeting. Notwithstanding the above, special meetings of the Managers shall be called at the request of any Manager with not less than twenty-four (24) hours notice to the other Managers. Notice of a regular or special meeting need not be given to any Manager 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 Manager. Meetings of the Managers may be held by telephone or any other communications equipment by means of which all participating Managers can simultaneously hear each other during the meeting.

(d) **Voting and Quorum**. A quorum for the transaction of business at meetings of the Board of Management shall consist of all the Managers present in person or represented by proxy. If a quorum shall not be present at any meeting of the Board of Management, the Managers present at such meeting may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum shall be present. Any matter to be voted upon by the Managers at such meeting shall be decided by the Managers holding the required percentage of Interests as required by express provision of law, the Act or this Agreement. In the event of a dead lock among the Managers with respect to a particular Company item being considered, the written consent of all the Managers shall be required to approve any such item.

(e) **Removals; Vacancies**. A Manager may be removed from the Board of Management only for "Cause" (as defined below) as determined by all the Members

(provided that the vote of the Member to be removed as Manager shall not be required). A Manager may not resign without receiving the consent of all the Members. In the event of the death, incapacity, removal, or resignation of any of the Managers, a successor Manager shall be selected by all the Members. For purposes of Article V, "Cause" shall mean fraud, willful misconduct, gross negligence, breach of fiduciary duty or other gross misconduct by a Manager with respect to a material matter relating to the affairs of the Company.

(f) **Expenses**. The Company shall pay all of its own operating, overhead and administrative expenses of every kind. A Manager serving on the Board of the Management shall be entitled to reimbursement from the Company for reasonable expenses incurred in connection with the performance of his, her or its duties hereunder so long as the Manager submits appropriate documentation for such expenses. However, the reimbursement of annual expenses incurred by the Board of Management on behalf of the Company in excess of \$1,000 will be subject to the approval of all the Members.

(g) **Purchase of Manager's Interest**. If a Manager is removed from the Board of Management for Cause, as defined in Section 5.1(e) above (the "Selling Manager"), the Company may exercise an option (the "Option") to repurchase all of the Selling Manager's Interest for an amount in cash equal to the Fair Market Value of such Selling Manager's Interest. The Company may exercise this Option by providing written notice to the Selling Manager within ninety (90) days after the Selling Manager is removed as Manager for Cause stating that the Company irrevocably elects to exercise its Option to repurchase all of the Selling Manager's Interest and specifying a date within sixty (60) days from the end of such ninety (90) day period when the repurchase shall be consummated. The Company may pay all or a portion of the repurchase price for such Selling Manager's Interest by setting off and canceling any indebtedness then owed by the Selling Manager to the Company, if any, with the balance of the repurchase price to be paid in cash. A Manager removed from the Board of Management for Cause pursuant to Article V shall be treated as resigning from any and all positions with the Company and shall immediately cause any and all of its designees or representatives to resign immediately from any and all positions held with the Company on the effective date of such Selling Manager's removal. The rights and remedies of the Members pursuant to this Article V shall be in addition to and shall not in any way limit or restrict any other rights or remedies at law or in equity of the Company or the Members.

5.2 Authority of the Board of Management.

(a) Except as otherwise provided in this Agreement, the Board of Management shall have all rights and powers that may be possessed under the Act on behalf and in the name of the Company to carry out any and all of the objects and purposes of the Company and to perform all acts and affairs of the Business which it may deem necessary or desirable and which are not otherwise prohibited under this Agreement. Except with the consent of all the Members of the Company, which consent cannot be unreasonably withheld, the Board of Management shall not:

(i) Enter in to a merger, consolidation, recapitalization or other reorganization of the Company or a sale of all or substantially all of the Company's assets;

(ii) Enter into any equity financing or issue additional Percentage Interests in the Company;

(iii) Borrow money for the Company and pledge, mortgage or grant security interests in any assets of the Company to secure such borrowings;

(iv) Admit additional Members, other than pursuant to the provisions of Article IX hereof;

(v) Approve or adopt any equity incentive plans for employees or other Persons;

(vi) Materially change the nature of the Company's Business;

(vii) Amend, alter or otherwise modify any Interest or other interest or equity or debt security issued by the Company;

(viii) Consent to any tax audit adjustment in respect of taxes;

(ix) Create or allow the creation of any material lien with respect to the property of the Company; or

(x) Make any loans or provide guarantees of liabilities of any other Person.

(b) **Time and Other Activities.** Except as otherwise provided, the Managers (in each case in their capacity as Managers) shall devote such time and attention to the Business of the Company as each of the Managers shall determine, from time to time, in the exercise of their reasonable judgment, to be necessary for the conduct of the Company's

Business. The Managers shall have the right to manage their own investments and to make investments in any other business not competitive with the Business of the Company and neither the Company nor any of its Members shall have any rights or claims as a result of any such activity. In furtherance of the foregoing, the Members (in their capacity as such other than the Managers) hereby waive any and all rights and claims that they might otherwise have as a result of such activities.

(c) **Fiduciary Duty**. The Managers shall have a fiduciary responsibility for the safekeeping and use of all Company funds, property and assets, whether or not in their immediate possession. The Managers shall not employ or permit another to use any of the Company's funds, property or assets in any manner except for the exclusive benefit of the Company. In fulfilling their fiduciary duty, the Managers shall exercise their business judgment in a manner that is reasonably consistent with that which would be applied by a reasonable Person under similar circumstances.

5.3 Officers. The Board of Management may, from time to time, but shall not be required to, designate or appoint one or more officers of the Company, including without limitation, a chairman of the board, a chief executive officer, president, one or more vice presidents, a secretary, an assistant secretary, a treasurer and/or an assistant treasurer. Such officers may, but need not be, employees of the Company or an Affiliate of the Company. Each appointed officer shall hold such office until (i) his or her successor is appointed, (ii) such officer submits his or her resignation or (iii) such officer is removed, with or without Cause (as defined in Section 5.1(e) hereof), by the Board of Management. All officers shall perform his or her duties in good faith and with such degree of care, which an ordinarily prudent Person in a like position would use under similar circumstances.

5.4 Members Have No Management Powers.

Except as otherwise expressly provided herein, the Members (other than the Managers) shall take no part in or interfere in any manner with the management, conduct or control of the Company's Business and no Member shall have any right or authority to act for or bind the Company in any manner whatsoever. Members shall have only the right to vote on specified matters as set forth in this Agreement, if any, or as required by the Act.

5.5 Member Meetings.

(a) **Generally.** Meetings of the Members shall be held at such place, on such date and at such time as may be determined by all the Members. Special meetings of Members may be called by the Board of Management if a Company matter requires the vote of the Members. The Members may, in their sole discretion, determine that a meeting shall not be held at any geographical place, but shall be instead be held solely by means of remote communications in a manner determined by the Members. There shall be no requirements that formal meetings of the Members be held.

(b) **Quorum.** The presence in person, by participation via telephone or other communications equipment, or proxy, of all the Members shall constitute a quorum at all meetings; provided, however, that if there be no such quorum, Members (or their proxies) shall have the power to adjourn the meeting from time to time without notice other than an announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting originally called.

(c) **Voting by Proxy.** Each Member entitled to vote pursuant to this Agreement may authorize any Person to act for him, her, or it by proxy in all matters in which a Member is entitled to participate. Every proxy must be signed by the Member or his, her or its Attorney-in-Fact. No proxy shall be valid after the expiration of six months from the date thereof. Every proxy shall be revocable by the Member executing it.

(d) **Action at Meeting.** When a quorum is present at any Member meeting, any matter to be voted upon by the Members at such meeting shall be decided by the Members holding the required percentage of Interests as required by express provision of this Agreement or the Act.

5.6 (a) Termination. In the event that the Company terminates a Member's employment with the Company or an Affiliate of the Company for "Good Cause", as defined below (such Member shall be referred to as a "Terminated Member"), the Company shall have the right to repurchase such Terminated Member's Interest on the terms set forth below. The determination of whether a Member's employment can be terminated for Good Cause shall be within the reasonable discretion of the Board of Management.

(b) **Good Cause**. For purposes of this Agreement, "Good Cause" shall mean the:

(i) willful misconduct or gross negligence in connection with the performance of his/her duties or employment with the Company or any Affiliate of the Company;

(ii) conviction of or entering a plea of nolo contendere to a felony or commission of any crime involving theft, embezzlement, fraud or moral turpitude which crime relates to or otherwise has or may reasonably be expected to have an adverse effect (including through publicity) on the Company or any Affiliate of the Company;

(iii) repeated and willful failure to perform duties conferred on the Member in a competent and professional manner after notice and a reasonable opportunity to cure the failure (not to exceed thirty (30) days) has been provided; and

(iv) conduct that, in the Board of Management's reasonable opinion, constitutes the engagement of unlawful or disreputable conduct that is or may reasonably be expected to be materially injurious to the business interests of the Company or any Affiliate of the Company.

(c) **Purchase Price**. The Board of Management, on behalf of the Company, may exercise an option, by providing written notice to the Terminated Member, to purchase all of the Terminated Member's Interest for an amount in cash equal to the Fair Market Value of such Interest within ninety (90) days after the Member becomes a Terminated Member stating that the Company irrevocably elects to exercise its option to repurchase all of the Terminated Member's Interest in the Company and specifying a date within sixty (60) days from the end of such ninety (90) day period which the repurchase shall be consummated. The Company may pay all or a portion of the repurchase price for such Terminated Member's Interest by setting off and canceling any indebtedness then owed by the Terminated Member to the Company, if any, with the balance of the repurchase price to be paid in cash. If the Company elects to repurchase a Terminated Member's Interest, such Terminated Member shall be treated as resigning from any and all positions with the Company and shall immediately cause any and all of his, her or its designees or representatives to resign immediately from any and all positions held with the Company. The rights and remedies of the Members pursuant to this Article V shall be in addition to and shall not in any way limit or restrict any other rights or remedies at law or in equity of the Company or the Members.

ARTICLE VI

INDEMNIFICATION

6.1 Indemnification.

(a) The Company shall have the power to indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that the Person is or was a Manager, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another entity, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Person in connection with such action, suit or proceeding if such Person (a "Indemnified Person") acted in good faith in any manner the Person reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person is not an Indemnified Person.

(b) The Company shall have the power to indemnify any Indemnified Person against expenses (including attorneys' fees) actually and reasonably incurred by such Person in connection with the defense or settlement of such action or suit except that no indemnification shall be made in respect of any claim, issue or matter as to which such Person shall have been adjudged to be liable to the Company, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such other court shall deem proper.

(c) To the extent that a Indemnified Person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to subsections (a) and (b) above, or in defense of any claim, issue or matter therein, such Person shall be indemnified against expenses (including attorneys' fees), actually and reasonably

incurred by such Person in connection therewith.

(d) A determination that indemnification is available pursuant to sub sections (a) and/or (b) above shall be made with respect to a Person who is an Indemnified Person at the time of such determination, by the Board of Management or, if a Manager or Managers serving on the Board of Management is the subject of the proceedings for which indemnification is sought, by the other Manager(s) serving on the Board of Management, or by independent counsel, as the case may be.

(e) Expenses (including attorneys' fees) incurred by an Indemnified Person in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of a written undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Person is not entitled to be indemnified by the Company as authorized hereby. Such expenses (including attorneys' fees) incurred by Indemnified Persons may be so paid upon such terms and conditions, if any, as the Board of Management deems appropriate.

(f) The indemnification and advancement of expenses provided by or granted pursuant to this Section 6.1 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled to under any agreement or otherwise. The Company shall have the power to purchase and maintain insurance on behalf of any Indemnified Person.

ARTICLE VII

BOOKS OF ACCOUNT

7.1 Books of Account. Complete books of account shall be kept by the Board of Management at the principal office of the Company (or at such other office as the Board of Management may designate). The method of accounting to be used in keeping the books of the Company for financial accounting purposes shall be determined by the Board of Management in accordance with applicable law.

7.2 Tax Elections. The Board of Management, in its sole discretion, shall have the authority to cause the Company to make any election required or permitted to be made for income tax purposes if the Board of Management determines that such election is in

the best interests of the Company. The Board of Management, in its sole discretion, may cause the Company to make, in accordance with Section 754 of the Code, a timely election to adjust the basis of the Company property as described in Sections 734 and 743 of the Code.

7.3 Bank Accounts. The Board of Management may maintain one or more bank accounts for such funds of the Company as it shall choose to deposit therein, and withdrawals therefrom shall be made upon such signature or signatures, as the Board of Management shall determine.

7.4 Tax Returns. The Company shall prepare income tax returns for the Company and shall further cause such returns to be timely filed with the appropriate authorities. It is contemplated that the Company will be classified as a “partnership” for federal, state and local income tax purposes. The Board of Management agrees that they: (a) will not cause or permit the Company to elect (1) to be excluded from the provisions of Subchapter K of the Code or (2) to be treated as a corporation for federal income tax purposes, and (b) will cause the Company to make any election reasonably determined to be necessary or appropriate in order to ensure the treatment of the Company as a partnership for federal income tax purposes. The Company and its Members will take such reasonable action as may be necessary or advisable, and as determined by the Board of Management, including the amendment of this Agreement, to cause or ensure that the Company shall be treated as a “partnership” for federal, state and local income tax purposes.

7.5 Tax Matters Member.

(a) Joseph Shawn Cooney shall act as the "tax matters partner" ("TMP") of the Company, as such term is defined in Section 6231(a)(7) of the Code, and shall have all the powers and duties assigned to the TMP under Sections 6221-6231 of the Code and the Regulations thereunder. The Members agree to perform all acts necessary under Section 6231 of the Code and the Regulations thereunder to designate such person as the TMP.

(b) The Company shall indemnify and reimburse the TMP for all expenses (including legal and accounting fees) incurred as TMP pursuant to this Section 7.5 in connection with any administrative or judicial proceeding with respect to the tax liability of the Members as long as the TMP has determined in good faith that its course of conduct was in, or not opposed to, the best interest of the Company.

7.6 Tax Status.

Each Member acknowledges that the Company will be recognized as a partnership for federal income tax purposes and will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the Code.

ARTICLE VIII

CERTAIN REPORTING PROVISIONS

8.1 Tax Reporting.

The Company shall use all reasonable efforts to furnish to the Members within ninety (90) days after the close of the Company's Fiscal Year the information reasonably required for the Members to prepare their federal, state and local income tax returns.

8.2 Access and Inspection.

The Company's books and records shall be available for inspection and copying (at such Member's cost) at reasonable times during business hours by each or any Member or its duly authorized agent or representative for a purpose reasonably related to such Member's Interest in the Company.

8.3 Title to Company Assets.

Title to, and all rights and interests in, the Company's assets shall be acquired in the name of and held by the Company, or, if required to be held in any other name, shall be held for the benefit of the Company.

ARTICLE IX

TRANSFERS OF INTERESTS OF MEMBERS

9.1 General Provisions.

(a) Except as otherwise set forth in this Agreement or as otherwise provided in the Act, a Member may not Transfer his, her or its Interest in the Company without the prior written consent of the Board of Management (which consent to any Transfer may be withheld without any liability or accountability to any Person). Notwithstanding anything to the contrary in this Agreement, any Transfer of an Interest (a) in violation of the provisions of this Agreement or (b) to a Person who, in accordance with the laws of the State of Massachusetts, lacks capacity by reason of minority, incompetence or otherwise, to hold such Interest, or (c) to a Person prohibited by law from holding such Interest shall be void and shall not bind the Company.

(b) Notwithstanding anything in this Agreement to the contrary:

(i) A Member who is a natural person may Transfer his or her Interest to such Member's spouse, children or grand-children or to a trust or entity under his or her control upon not less than ten (10) days prior written notice to the Board of Management accompanied, in each case, by evidence (to be reasonably satisfactory to the Board of Management) that such Member has control over the transferee and has the power to vote or direct or control the vote of the Interest Transferred to such transferee.

(ii) A Member that is a legal entity may Transfer all of its Interest to any Affiliate.

(iii) Any Member which is a trust may Transfer its Interest to the beneficiaries of such trust in accordance with the terms thereof; provided, however, that with respect to any trusts established by the Board of Management in accordance with the terms hereof, voting with respect to such Interests shall be controlled by the Board of Management, by irrevocable proxy or otherwise.

(c) Any Member making or permitting a Transfer allowed pursuant to any of the above permitted Transfers must send immediate written notice thereof to the Board of Management together with reasonable evidence that the conditions or restrictions applicable thereto as set forth above have been complied with. Any Member making or permitting a Transfer allowed pursuant hereto shall also comply with such other conditions and requests for information about the transferee as the Board of Management may reasonably request.

9.2 General Conditions to Permitted Transfers.

(a) No Transfer of an Interest permitted by the terms of this Agreement shall be effective unless:

(i) such Transfer shall have satisfied the provisions of Section 9.1;

(ii) the transferee shall accept and adopt in writing, by an instrument in form and substance satisfactory to the Board of Management, all of the terms and provisions of this Agreement, as the same may be amended from time to time, and shall have expressly assumed all of the obligations of the transferring Member relating to the Transferred Interest;

(iii) the transferee shall pay all filing, publication and recording fees, all transfer and stamp taxes, if any, and all reasonable expenses, including, without limitation, reasonable counsel fees and expenses incurred by the Company in connection with such transaction;

(iv) the transferee shall execute such other documents or instruments as counsel to the Company may require (or as may be required by law) in order to effect the admission of such Person as a Member;

(v) the transferee shall execute a statement that it is acquiring the Interest for his, her or its or its own account for investment and not with a view to the resale or distribution thereof and that he will only Transfer the acquired Interest to a Person who so similarly represents and warrants;

(vi) if required by the Board of Management, the Company receives an opinion of responsible counsel (who may be counsel for the Company), in form and substance satisfactory to the Board of Management, that such Transfer does not violate federal or state securities laws or any representation or warranty of such transferring Member given in connection with the Transfer of his, her or its Interest; and

(vii) if required by the Board of Management, counsel to the Company delivers to the Company an opinion that such Transfer (A) will not result in a termination of the Company under Section 708 of the Code; and (B) will not cause the Company to lose its status as a partnership for United States federal income tax purposes.

(b) No Transfer of an Interest, where permitted by the terms of this Agreement, shall be binding on the Company until all of the conditions to such Transfer pursuant to this Agreement have been fulfilled. Upon the admission of a substitute or additional Member, the Board of Management shall promptly cause any necessary documents or instruments to be filed, recorded or published, wherever required, if any, showing the substitution of the transferee as a substitute Member in place of the transferring Member or as an additional Member, as appropriate.

(c) The effective date of a permitted Transfer of an Interest shall be no earlier than the last day of the calendar month following that includes the date on which the Board of Management had received such documentation as the Board of Management shall determine, in its sole discretion, is required pursuant to this Article IX (the “Effective Transfer Date”). The transferring Member shall cease to be, and the transferee shall become, a substituted Member as to the Interest so Transferred at such time as the Effective Transfer Date has passed. Thereafter, the transferring Member shall have no rights or obligations with respect to the Company insofar as the Interest Transferred is concerned.

9.3

Right of First Refusal.

(a) No Member (for purposes of this Section 9.3, a “Selling Member”) may Transfer all or any part of such Member’s Interest to a un-Affiliated third party unless Section 9.1(a) above has been satisfied and an offer to sell such Interest shall have first been made to the Company and then to the Members, as contemplated in this Section 9.3, and such offers shall not have been accepted.

(b) Copies of the Selling Member’s offer shall be given to the Company and to the Members and shall consist of an offer to sell to the Company or, failing its election to purchase, then to the Members, all of the Interests proposed to be Transferred by the Selling Member pursuant to a bona fide, arm's-length offer for cash consideration (a “Bona Fide Offer”) from any un-Affiliated third party (“Offeree”), to which copies shall be attached of the name and address of the Offeree making the Bona Fide Offer, the Interests subject to the Bona Fide Offer (the “Offered Interests”), the price and other material terms of the Bona Fide Offer, reasonable evidence of financing, and a statement that the Selling Member is willing to accept the Bona Fide Offer.

(c) The Company shall then have a non-assignable first option to purchase all or any part of the Offered Interests specified in the Bona Fide Offer on the same terms and conditions as specified in the Bona Fide Offer. Such option shall be exercisable by the Company by giving written notice of such election (the "Company Election Notice") to the Selling Member and the Members within twenty (20) days after receipt of the Bona Fide Offer. The failure of the Company to provide a Company Election Notice to the Selling Member and the Members within such 20-day period shall be deemed to be a refusal by the Company of such option.

(d) If the Company either fails to exercise such option, or exercises such option as to some but not all of the Offered Interests, then the Members shall have a non-assignable option to purchase all of such Offered Interests which the Company has not elected to purchase up to such Member's "Proportionate Share" (as defined below) of the Offered Interests, or in any other proportion as all the Members may agree upon, on the same terms and conditions as specified in the Bona Fide Offer (the "Member Election Notice"). The option provided for herein shall be exercisable by each Member by providing a Member Election Notice to the Company, the Selling Member and the other Members within twenty (20) days after being notified that the Company has not elected to purchase all of the Selling Member's Interests. The failure by any Member to give a Member Election Notice to the Company, the Selling Member and the other Members within such 20-day period shall be deemed to be a refusal by such Member of such option. If any of the Members have provided Member Election Notices indicating that they will exercise options for less than their full Proportionate Share of the Offered Interests, or if at the expiration of said 20-day period, the Selling Member has not received an acceptance for all of such Offered Interests, then those Members that have elected to purchase their Proportionate Share of the Offered Interests shall have the right to purchase up to their Proportionate Share of any Offered Interests that no other Member has elected to purchase, or in any other proportion as all the Members may agree upon. As used herein, the term "Proportionate Share" of a Member entitled to exercise an option to purchase Offered Interests pursuant to this Section 9.3 shall mean the percentage of Offered Interests multiplied by a fraction, the numerator of which shall be the aggregate Percentage Interests then owned by such Member and the denominator of which shall be the aggregate Percentage Interests then owned by all of the Members that are entitled to exercise such option.

(e) If the Company and/or the Members elect to purchase all of the Offered Interests,

then the Company and the Members (to the extent that each has so elected) shall be obligated to purchase and the Selling Member shall be obligated to sell such Offered Interests within forty-five (45) days of the last election to purchase the Offered Interests as set forth above, unless the Bona Fide Offer shall specify such other closing date, in which event the closing date shall be the same date specified in the Bona Fide Offer.

(f) If the option to purchase the Offered Interests of the Selling Member is not exercised in its entirety by the end of the time periods set forth above for the exercise of such option (the "Option Termination Date"), then in such event, the Selling Member shall have the right to Transfer all of such Offered Interests to the Offeree; provided that: (i) the consummation of any such Transfer shall occur within sixty (60) days after the Option Termination Date, unless the Bona Fide Offer specified such other closing date, in which event the closing date shall be the same date specified in the Bona Fide Offer, (ii) the price of the Offered Interests shall be no less than the price set forth in the Bona Fide Offer and the terms and conditions of such Transfer shall be no more favorable to the Offeree than those set forth in the Bona Fide Offer, and (iii) the transferor and the transferee shall have complied with the provisions of Section 9.2 hereof. In the event that any such Transfer is not in compliance with the foregoing provisions, all of the Offered Interests automatically shall become subject once again to the terms of this Section 9.3.

9.4

Redemption of Interest. (a) Upon either the death or Disability of any Member, (an "Involuntary Selling Member") the Board of Management on behalf of the Company, shall have the right, exercisable at any time, within ninety (90) days after the Company learns of a Member becoming an Involuntary Selling Member to repurchase all of such Involuntary Selling Member's Interest for an amount in cash equal to the Fair Market Value of the Involuntary Selling Member's Interest. The Board of Management shall exercise this right by sending written notice within said ninety (90) day period to the executor or representative of the Involuntary Selling Member, as the case may be, at his, her, or its address, if known, or to the Involuntary Selling Member in question at his or her address specifying a date within sixty (60) from the end of such ninety (90) day period when the repurchase shall be consummated. The Company may pay all or a portion of the repurchase price for such Involuntary Selling Member's Interest by setting off and canceling any indebtedness then owed by the Involuntary Selling Member to the Company, if any, with the balance of the repurchase price to be paid in cash.

(b) Any Member who becomes an Involuntary Selling Member shall, automatically

upon becoming an Involuntary Selling Member, no longer be entitled to vote upon any matter related to the Company, and such Member's Interest shall be limited to an economic interest only (no voting rights).

(c) The Company may, in the Board of Management's discretion, elect to purchase and maintain insurance policies on one or more of the Members for the purpose of providing for the purchase or redemption of all or a portion of an Involuntary Selling Member's Interest. In the event the Company receives the insurance proceeds to pay the Involuntary Selling Member for his or her Interest, any excess insurance proceeds shall be retained by the Company.

ARTICLE X

DISSOLUTION AND TERMINATION

10.1 Dissolution. The Company shall be dissolved and terminated upon the earliest to occur of the following:

- (a) all of the Members elect to dissolve the Company;
- (b) the entry of a decree of judicial dissolution of the Company which is final and not subject to appeal; or
- (c) when the provisions of Section 10.3 below have been met.

10.2 Liquidation.

(a) Upon the dissolution of the Company, the Board of Management shall proceed, within a reasonable time, to sell or otherwise liquidate the assets of the Company. The assets of the Company (whether consisting of cash, assets or a combination thereof) shall be distributed by the Board of Management as follows:

(i) first, all of the Company's debts and liabilities to Persons other than Members shall be paid and discharged (excluding secured creditors whose obligations will be assumed or otherwise transferred on the liquidation of Company assets), and any reserve deemed necessary by the Board of Management for the payment of such debts shall be set aside; and thereafter

(ii) all of the Company's debts and liabilities to Members shall be paid and discharged; and thereafter

(iii) to the Members in accordance with Section 4.2(a).

(b) Upon dissolution, the Members shall look solely to the assets of the Company for the return of their Capital Contributions. The winding up of the affairs of the Company and the distribution of its assets shall be conducted exclusively by the Board of Management.

10.3 Termination. The Company shall terminate when all property owned by the Company shall have been disposed of and the assets, after payment of, or due provision has been taken for, liabilities to Company creditors, shall have been distributed as provided in Section 10.2 of this Agreement. Upon such termination, the Board of Management shall execute and cause to be filed a certificate of cancellation of the Company and any and all other documents necessary in connection with the termination of the Company.

10.4 Effect of Certain Events on the Company's Existence.

The death or Disability of any individual Member or bankruptcy, dissolution or similar event of any other Member shall not dissolve or terminate the Company.

ARTICLE XI

MISCELLANEOUS

11.1 Entire Agreement; Binding Effect; Amendment. This Agreement contains the entire agreement of the parties concerning the subject matter hereof, and supersedes any and all prior agreements oral or written among the parties hereto concerning the subject matter hereof, which prior agreements are hereby cancelled. This Agreement and all of its provisions, rights and obligations shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives and permitted assigns. The recitals at the beginning hereof shall constitute a part of this Agreement. This Agreement may not be changed, modified, amended, discharged, abandoned or terminated orally, except by a written agreement signed by all the Members. Notwithstanding the preceding sentence of this Section 11.1, the Board of Management may amend this Agreement from time to time without the approval of any

Person for any of the following purposes (provided that any such amendments do not involve a change in the form of organization or fundamental purposes of the Company): (i) to correct any typographical errors contained herein; (ii) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein or to make any other provision with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement; (iii) to reflect the addition or substitution of a Member in accordance with this Agreement; or (iv) for the purpose of reflecting changes to the information set forth on Exhibit A attached hereto; or (v) to take such steps as the Board of Management determines are advisable or necessary, based upon an opinion of counsel to the Company, in order to preserve the tax status of the Company as an entity which is not taxable as a corporation for federal income tax purposes.

11.2 Power of Attorney.

(a) Grant of Power. Each Member constitutes and appoints the Board of Management 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, if appropriate, file:

(i) all such documents or instruments to reflect the admission to the Company of a substituted Member, an additional Member, or the withdrawal of any Member, in the manner prescribed in this Agreement;

(ii) all such documents or instruments which the Board of Management deems necessary, appropriate, or helpful in the ordinary course of the Company's Business, in the manner prescribed in this Agreement, but not limited to, documents to open accounts, acquire, hold, dispose of or encumber any investments; provided that, no such document shall subject the Member on whose behalf the power of attorney is being exercised to personal liability or is otherwise adversely affecting such Member's rights, privileges, benefits or obligations pursuant hereto;

(iii) all documents which the Attorney-in-Fact deems appropriate to reflect any amendment, change, or modification of this Agreement or any exhibit thereto;

(iv) any and all other certificates or other instruments required to be filed by the Company under the laws of the State 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 State of Massachusetts or to do business under the laws of any other state or jurisdiction; and

(v) all documents which may be required to dissolve and terminate the Company.

(b) Irrevocability. 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 a Member. This power of attorney with respect to any transferring Member shall survive the Transfer of an Interest and the delivery of the notice of assignment for the sole purpose of enabling the Attorney-in-Fact to execute, acknowledge, and file any documents needed to effectuate the substitution and/or Transfer.

11.3 Severability. If any of the provisions of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions hereof, which can be given effect without the invalid provision, and to this end the provisions of this Agreement are intended to be and shall be deemed severable.

11.4 Notices. Any and all notices, requests, demands or other communications hereunder shall be in writing and shall be given by personal delivery, by overnight delivery or courier or by certified or registered mail, postage prepaid, to each of the Members at their respective addresses as set forth on Exhibit A hereto or to such addresses as may from time to time be designated by any of them in writing by notice similarly given to all parties in accordance with this Section 11.4. Notices shall be effective upon receipt or refusal. Any notice to be given hereunder can be given by counsel to such party or any other authorized representative.

11.5 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Massachusetts without regard to the conflicts of law rules of said state.

11.6 Arbitration. Any claim or controversy arising out of or related to, or in connection with this Agreement, or the breach thereof, shall be settled and determined by a binding arbitration in the State of Massachusetts conducted by a single arbitrator in accordance with the then applicable rules of the American Arbitration Association, and a non-appealable judgment from the award rendered by the arbitrator may be entered in and

specifically enforced by any court having jurisdiction over the parties. All costs and expenses of such arbitration shall be borne equally by the parties to the claim or controversy, except that the arbitrator may, if he or she chooses to do so, award the prevailing party his, her or its reasonable legal fees and expenses.

11.7 Outside Interest, Conflicts. Any Member and their Affiliate shall have the right to engage in and/or possess an interest in any other business of any kind. Neither the Company nor any Member shall have or be entitled to any rights, solely by virtue of this Agreement, in and to such independent ventures or the income and profits derived therefrom, nor shall any such Member have any obligation whatsoever to offer, share or offer to share any business opportunity of any kind to the Company or any other Member. The Members hereby waive any and all rights and claims which they may otherwise have against such other Member and its officers, directors, shareholders, partners, agents, employees and Affiliates as a result of such activities.

11.8 Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts any one of which, or a copy of any one of which, shall be admissible into evidence, and all of which shall constitute one and the same agreement. The parties agree that they may rely on the facsimile or electronic signature of any Member with respect to this Agreement or any waiver, amendment, supplement or consent relating thereto, with the same affect as if such signature was an original.

11.9 Waiver of Action for Partition. Each of the parties hereto irrevocably waives during the term of the Company and during the period of its liquidation following any dissolution any right that he may have to maintain any action for partition with respect to any of the assets of the Company, or otherwise to bring any action to dissolve the Company except as set forth in this Agreement.

11.10 No Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any of the creditors of the Company or any other Person not a party to this Agreement.

11.11 Further Assurances. The Members agree to execute and deliver or cause to be executed and delivered such additional instruments, certificates or documents and take such actions as any Member may reasonably request for the purpose of more fully giving

effect to the terms hereof.

11.12 Additional Remedies. The rights and remedies of the Members shall not be mutually exclusive. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it limit or affect, any other rights in equity or any rights at law or by statute or otherwise of any Member aggrieved as against the other Members, for breach or threatened breach of any provision hereof, it being the intention of this Section to make clear the agreement of the Members that their respective rights and obligations hereunder shall be enforceable in equity as well as at law or otherwise.

IN WITNESS WHEREOF, the undersigned Member has caused this counterpart signature page to this Limited Liability Company Operating Agreement to be duly executed on the date set forth below, to be effective as of the date set forth below.

MEMBER

JOSEPH SHAWN COONEY

Date: _____

IN WITNESS WHEREOF, the undersigned Member has caused this counterpart signature page to this Limited Liability Company Operating Agreement to be duly executed on the date set forth below, to be effective as of the date set forth below.

MEMBER

CONSTANCE COLLINS COONEY

Date: _____

EXHIBIT A

Percentage Interests, Capital and Member Information

<u>Name and Address of Member</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Joseph Shawn Cooney 77 Pond Street Marblehead , MA 01945	\$ 49	49%
Constance Collins Cooney 77 Pond Street Marblehead, MA 01945	\$ 51	51%
<hr/>		
Total	\$ 100	100%



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

William Francis Galvin
Secretary of the
Commonwealth

March 6, 2023

TO WHOM IT MAY CONCERN:

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

CLOUDFARMING LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 1, 2013.**

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:
CONSTANCE COLLINS COONEY

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **CONSTANCE COLLINS COONEY, JOSEPH SHAWN COONEY**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JOSEPH SHAWN COONEY**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth





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

mass.gov/dor

Letter ID: L0999071264
Notice Date: March 10, 2023
Case ID: 0-001-909-537



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



CLOUDFARMING LLC
77 POND ST
MARBLEHEAD MA 01945-2604

Why did I receive this notice?

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



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

CCC Entity Having Direct or Indirect Control: Cloudfarming LLC

Applicant/Licensee Entity Name: CloudFarming LLC

Applicant/Licensee D/B/A for non cannabis operations: Corner Stalk Farm

Applicant/Licensee Address: 77 Pond Street Marblehead MA 01945

Application #: MBN281350

Date: 2/19/23

CloudFarming is the Licensee Entity. Cloudfarming has a D/B/A named Corner Stalk Farm that has no control and doesn't not meet the CCC definition of an entity that has or or may exercise direct or indirect control.

Joseph Shawn Cooney

Plan for Obtaining Insurance and Bonding: Cloudfarming LLC
Applicant/Licensee Entity Name: CloudFarming LLC
Applicant/Licensee D/B/A for non cannabis operations: Corner Stalk Farm
Applicant/Licensee Address: 77 Pond Street Marblehead MA 01945
Application #: MBN281350
Date: 12/10/22

Overview

CloudFarming cannabis related insurance services will be provided using Cannasure Insurance Services in Ohio.

Cloudfarming currently has property insurance and liability insurance as is required by our lease.

Upon obtaining a provisional license, we will extend the coverage of our insurance plan so that business operations are also covered pursuant to CMR 500.105(10)(a)

Liability Insurance Plan

Cloud Farming will obtain and maintain general liability insurance coverage for \$1,000,000 per occurrence and \$2,000,000 in aggregate annually, as required in CMR 500.105(a). Following the regulations Cloud Farming will also obtain and maintain product liability insurance for \$1,000,000 per occurrence and \$2,000,000 in aggregate. Each policy will have a deductible that is no higher than \$5,000 per occurrence.

Cloud Farming plans to maintain general liability insurance and product liability insurance in the specified amounts indefinitely and Cloud Farming will report documentation of compliance with the Massachusetts Cannabis Control Commission's requirements pertaining to liability at any time that such a report may be requested.

Cloudfarming LLC

July 10, 2023

Cannabis Cultivation and Product Production
50 Condor Street, Eagle Hill, East Boston

www.cloudfarming.net



East Boston industrial zone farm location



Corporate Structure of Cloudfarming LLC

- Operating in East Boston Since September 2013
- Constance Cooney is the primary partner at 51% ownership with Shawn Cooney at 49%
- There are no other direct or indirect participants
- Address of the Cloudfarming and the principals
77 Pond Street
Marblehead, MA 01945
- Cloudfarming LLC, Constance Cooney and Shawn Cooney have no other cannabis licenses in Massachusetts in which any direct or indirect beneficial interest holders have no interest in and any pending licenses applied for in Massachusetts in which any direct or indirect beneficial interest holders has or may have an interest in.

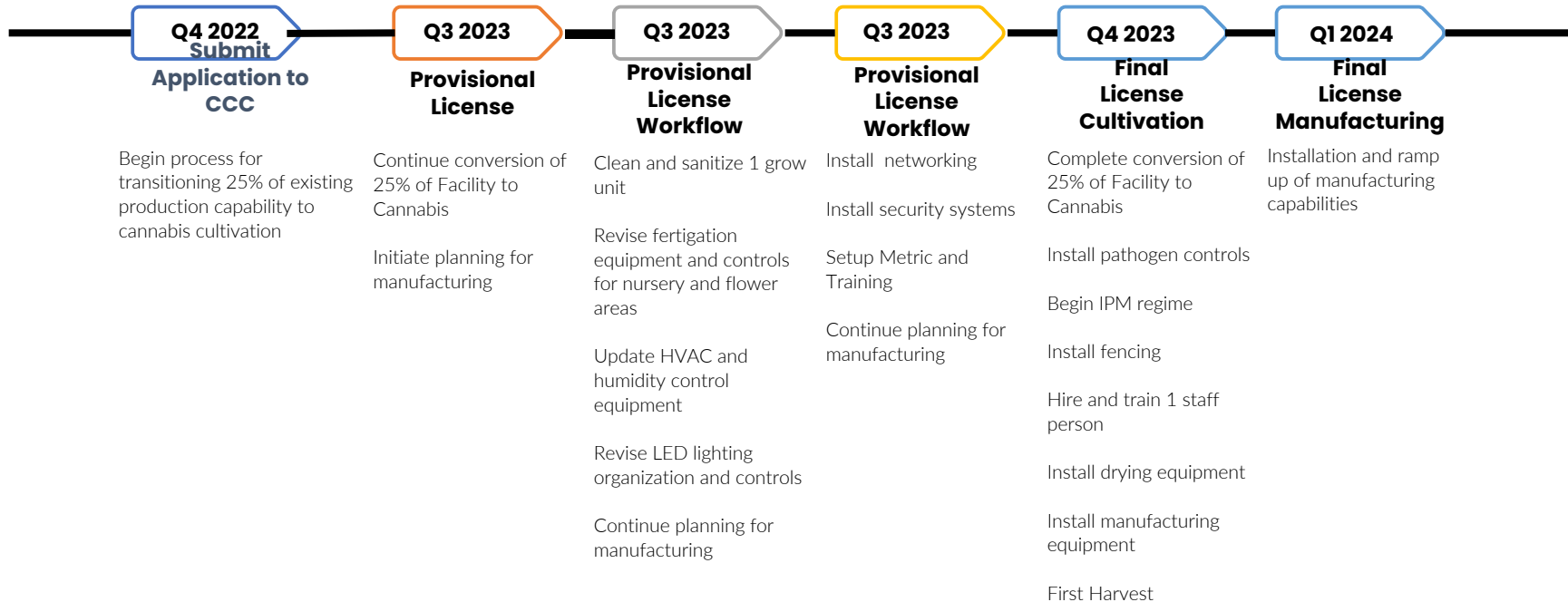


City of Boston HCA Timeline

- Initial Contact Alexis Finneran Tkachuk April 2018
- Initial Presentation and Application to Alexis Finneran Tkachuk May 2018
- Meeting with Lydia Edwards and Staff May 10 2018 at 3PM
- ISD Filing June 2018
- ISD denial August 2018
- BOA Filing August 2018
- Initial community meeting held by ONS December 2018 with neighborhood and representatives from Councilor Edwards' and Representative Madaro's offices
- Second Licensing Process Application August 2020
- Second community meeting held by ONS April 2021 with neighborhood and representatives from Councilor Edwards' and Representative Madaro's offices
- Letter from BCB to District City Councilor Lydia Edwards April 13 2021
 - June 2 Councilor Edwards non response triggers Queue for BCB hearing
- HCA and Boston Zoning approvals February 2022
 - Many Meetings with Adrian Madaro from 2013 through 2021
 - Many Meetings with Edward McGuire, Lina Tramelli and Jose Garcia-Mota

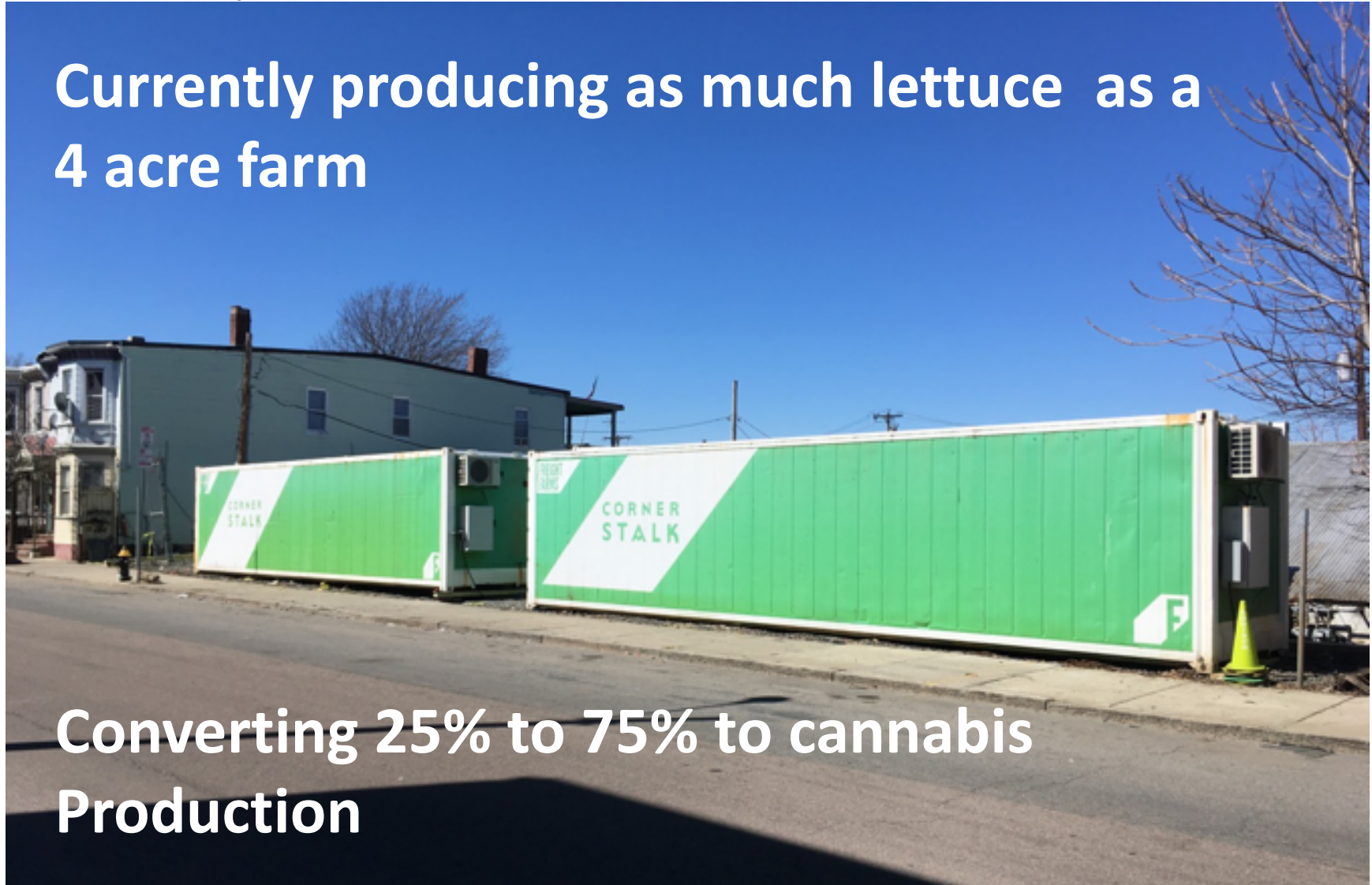


Cloudfarming Timeline



2000 Square foot indoor farm at 50 Condor

**Currently producing as much lettuce as a
4 acre farm**



**Converting 25% to 75% to cannabis
Production**



Fully Operational Farm - Bootstrapped

- Investment - \$500,000 in a fully BUILT OUT infrastructure
 - Automated farm – State of the art - lighting, fertigation, management, propagation, nursery, vegetation and bloom facility
 - R&D relationships with cutting edge vendors
 - Lighting, HVAC, Water, and Genetics, etc.
- Experience
 - 7 years of farm operation in Boston
 - Vice Chairman National Cannabis Industry Association FDC
 - Founder Sustainable Cannabis Coalition
 - Chairman ASTM Sustainable Cannabis Committee (D37.09)
- Brand awareness in Metro-Boston in consumer and wholesale food arenas
 - Thousands of customers – individuals. Families, Most successful restaurants in Boston., Wholesaler channels
- Media coverage local and national
 - Print, Radio, Internet, Television
 - From Edible Boston to CNN Money



Current Operational Overview Q2 2023

- Produce Farm
 - Lettuce and Herbs
- Hemp Farm - MDAR License # MA20180011GP
 - Cultivation and Manufacturing ONLY - NO RETAIL
 - Grew in 2018 and 19 with no security problems
 - Cloudfarming LLC



Cannabis Overview

- **Cloud Farming LLC**
 - Cannabis Farm
 - Cultivation and Manufacturing ONLY - NO RETAIL
 - Grow Cannabis plants for wholesale
 - Eventually produce Oils, Rosin and Extracts



Cannabis' fit Eagle Hill Neighborhood

- Proposed location - 50 Condor Street / 17 Nay Street
 - Industrial Zone
 - 700 feet from East Boston High School
 - 1400 feet from Mario Umana School
 - 2428.8 feet to
 - Berkshire Root - **Timeline puts Cloudfarming application prior to Berkshire roots**
- More Than ½ mile to other neighborhood features
 - Central Square
 - Urban Wild
 - Day Square



Neighborhood involvement

- News coverage of Cannabis Application By Frank Conte of EastBoston.com 3 times
- Initial meeting with Eagle Hill Civic Association about Cannabis Application with neighborhood and representatives from Councilor Edwards' and Representative Madaro's offices April 2018
- Second meeting with Eagle Hill Civic Association about Cannabis Application with neighborhood and representatives from Councilor Edwards' and Representative Madaro's offices April 2021
- Long term relationships and outreach as a Cannabis applicant with Representative Adrian Madaro, John Lebeaux Commissioner of MDAR
- Long term business relationships with East Boston High, Eastie Farm, ENHC, NOAH, The Donald McKay School STEM program, Magdalena Ayed at Harborkeepers
- Personal relationships with all our residential neighbors.



Diversity Equity and Inclusion – History and Plan

History at past peak employment		Supporting letter from Boston Public Market CEO
Women	7	
Men	2	
Disenfranchised Populations (CCC definition)	8	
East Boston Residents	2	
Boston Residents	5	
Wages	Started paying 15.00 in 2014	
Previous Criminal Record	0	

- Track and create all DEI data, programs and policies using **Sustain.life** software
- Publish DEI reports to website and supervising authorities quarterly
- Currently Creating Programs with Minority Cannabis Business Association and with the Diversity, Equity & Inclusion Committee of the NCIA
 - Webinars, training programs presentations for employees, Diversity applicants and interested people
- Grow and create products for DEI retail, delivery and production companies in the City of Boston first
- Target cultivation and production job training to management skills



Employment – Diversity Executed

- Track all DEI data using **Sustain.life** software
- Publish Sustain.Life reports to website and authorities quarterly
- Local resources that will be utilized will at a minimum be, our neighborhood connections, Eagle Hill Civic Association, Mayors office of Workforce Development, Returning Citizens, Eastie Times, Eastboston.com, EIMundo and WeGrow Foundation

GOAL for year 1 - 8 employees	
Women	Moved to Disenfranchised
Men	25%
Disenfranchised Populations (CCC definition)	75%
East Boston Residents	30% increasing in out years
Boston Residents	60% increasing in out years
Wages and Benefits	<ul style="list-style-type: none"> - 20.00 minimum – high production high value jobs, both salary and hourly -Targeting 70% of salary jobs for equity employees - Training - CCC, OSHA, Safety, Cultivation Technology - Benefit package - Paid Time Off, Health Insurance - BlueBike Membership(\$100/yr) or MBTA Pass subsidy
Previous Criminal Record	5% Thru WeGrow Foundation



No Retail – Soft Security - Site Security

- Early planning with Kroll, through Carl Jenkins (President)
- No Retail
 - No Foot Traffic
 - No - Cash (transaction or storage), Checks or Card Processing
- Soft security
 - Build on 7 years of neighborhood involvement
 - 7 years of operation with no theft, break-in or vandalism
 - Growing Hemp since July 2018 with no security problems
 - Cannabis affords increased involvement
 - Hiring from neighborhood
 - Cannabis affords increased hiring
- Site Security
 - Visually attractive perimeter fencing with auto locking gates, video monitors and motion activated lighting
 - 24 hour video surveillance with 24 hour human monitoring
 - Monitoring site is within 500 feet of facility
 - Surveillance video recorded and stored to cloud



Secure by Design Structures

- Modularity
 - Isolate access and functions
- Growing units
 - Core10 steel superstructure
 - 2 layer aluminum floors walls and roofing with R45 insulation
 - No windows with LED lighting and climate control



Security Systems Growing, Office and Manufacturing

- Battery and generator backup for systems
- Fire, Entry and Emergency Alarms
- Surveillance direct to cloud with local backup
 - Work areas and access points
 - Thermal and Infrared motion activated off hours
- Biometric and or key card and 2 factor authentication for Cannabis growing units and production areas
- Auto-locking growing units and production areas
- Doors and frames as robust as surrounding walls
- Rules based access controls to all areas
- All data recorded and stored to cloud database



Inside-Out Security

- CCC mandated Metrc seed to sale tracking will be tied to employee access and activities
- Employee movement tracked and recorded via key card system
 - Tied to Metrc System Via API



Growth Plan Based on Planning and Success

- Right of refusal on 20,000sq feet of land at current location
 - Build up to 60,000 sq feet of Indoor and Greenhouse
- 8 living wage jobs year 1
- Maintain local control
 - Finance with Revenue based private debt offering vs, equity
- Potential Wholesale of \$48,000,000 flower revenue with possible 4X upside for extract production
- Additional 20 management, manufacturing and production jobs for local residents
- We are getting requests for production plans from companies working on developing or in the market with products for the retail market and from potential retailers looking for products.



Cloudfarming LLC

Connie & Shawn Cooney

www.cloudfarming.net

@bostonurbanfarm

@cloudfarming

shawn.cooney@cloudfarming.net

connie.cooney@cloudfarming.net

978 764 7285





Cloudfarming LLC 77 Pond Street Marblehead MA 01945

CCC Operating Policies and Procedures (Record Keeping): Cloudfarming LLC

Applicant/Licensee Entity Name: CloudFarming LLC

Applicant/Licensee Address: 77 Pond Street Marblehead MA 01945

Application #: MBN281350

Date: 2/19/23

Amended 5/2/23

Cloudfarming policies will fully comply with municipal, state and federal regulations (including but not limited those set forth in 935 CMR 500.105), and include without limitation:

Record Keeping

All records will be maintained in accordance with the level of detail of standard accounting principles. Cloudfarming will implement and conduct procedures to ensure accurate record keeping including, but not limited to:

1. Inventory protocols in compliance with 935 CMR 500.105(8) and (9)
2. Written operating procedures as required by 935 CMR 500.105(1)
3. Inventory records as required by 935 CMR 500.105(8)
4. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e)
5. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions
6. A personnel record for each Marijuana Establishment Agent shall be maintained for at least 12 months after termination of the individual's affiliation with Cloudfarming and shall include, at a minimum, the following
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2); Documentation of verification of references
 - b. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - c. 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
 - d. Documentation of periodic performance evaluations
 - e. A record of any disciplinary action taken
 - f. Notice of completed responsible vendor and 8-hour related duty training

Business Records

Shall include manual or computerized records of

1. Assets and liabilities
2. Monetary transactions
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
4. Sales records including the quantity, form, and cost of marijuana products
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation, if any



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

Waste disposal records as required under 935 CMR 500.105(12)

Record of properly registered, inspected, and insured vehicles within the Commonwealth

Video surveillance recordings as required by 935 CMR 500.110(5)

Maintenance of Records

All aspects of financial record keeping shall be in accordance with generally accepted accounting principles.

Members of the executive team of will implement policies, procedures and trainings to applicable Marijuana Establishment Agents (MEAs) to ensure proper financial accounting and reporting, payroll preparation and administration, budget preparation, project management accounting, and risk management.

Cloudfarming will retain all financial records pursuant to 935 CMR 500.000. Cloudfarming will maintain organized and secure retention of all business records including: assets and liabilities; monetary transactions; written or electronic accounts that include bank statements, journals, ledgers and supporting documents, agreements, checks, invoices and vouchers; and any other financial accounts reasonably related to Cloudfarming and associated MEAs.

Cloudfarming Utilizes Xero Software and addons for appropriate business process management software to ensure sufficient financial record keeping. Cloudfarming will utilize 365 ERP add ons to Xero to meet the record keeping requirements our business needs and expected growth. Cloudfarming currently utilizes and will continue to utilize Gusto an outsourced payroll system for managing reporting applicable taxes. Utilizing a third-party will ensure an adequate "paper trail" and aid in record keeping for audits, tax and banking reasons.

Cloudfarming is not dispensing directly to the consumer, our financial management will be in compliance with all aspects of 935 CRM 500.000 including applicable sub-parts of 935 CMR 500.140(6).

All applicable records will be stored in secure electronic formats, only the Executive Management Team will have the authentication that allow access. Records will be available for inspection by the Commission or any regulatory authority, upon request.

Upon closure of Cloudfarming, all records shall be kept for at least two years. 935 CMR 500.105(9)

Cloudfarming shall maintain the following personnel records:

- Job descriptions for each agent
- A personnel record for each agent
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions
- Personnel policies and procedures
- All background check reports obtained in accordance with 935 CMR 500.030. 935 CMR 500.105(9)



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

- Personnel policies and procedures, including, at a minimum, the following:
 - o Code of ethics;
 - o Whistle-blower policy; and
 - o A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link and includes provisions prohibiting discrimination and providing reasonable accommodations.



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

CCC Operating Policies and Procedures (Energy Efficiency and Conservation): Cloudfarming LLC

Applicant/Licensee Entity Name: CloudFarming LLC

Applicant/Licensee Address: 77 Pond Street Marblehead MA 01945

Application #: MBN281350

Date: 2/19/23

Updated: 5/5/23

Cloudfarming policies will fully comply with municipal, state and federal regulations (including but not limited those set forth in 935 CMR 500.105), and include without limitation:

Cloudfarming **CURRENT OPERATIONS** are using low energy LED lighting and Energy Star efficient Mini Split Climate Control.

In addition:

Cloudfarming shall identify potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities. 935 CMR 500.105(15)

Cloudfarming shall consider all opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and shall explain why the identified opportunities were not pursued, if applicable. 935 CMR 500.105(15)

Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage). 935 CMR 500.105(15)

Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants. 935 CMR 500.105(15)



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

CCC Operating Policies and Procedures (Restricting Access to Individuals 21 or Older): Cloudfarming LLC

Applicant/Licensee Entity Name: CloudFarming LLC

Applicant/Licensee Address: 77 Pond Street Marblehead MA 01945

Application #: MBN281350

Date: 2/19/23

Updated 5/10/23

Cloudfarming policies will fully comply with municipal, state and federal regulations (including but not limited those set forth in 935 CMR 500.105), and include without limitation:

Cloudfarming is neither a Marijuana Retailer nor co-located with a Medical Marijuana Treatment Center. However, any individual entering a Cloudfarming facility must be 21 years of age or older. In addition any Marijuana Establishment Agent registered under Cloudfarming will be 21 years of older.

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

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



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

CCC Operating Policies and Procedures (Quality Control and Testing Procedures): Cloudfarming LLC

Applicant/Licensee Entity Name: CloudFarming LLC

Applicant/Licensee Address: 77 Pond Street Marblehead MA 01945

Application #: MBN281350

Date: 2/19/23

Updated 5/10/23

Cloudfarming policies will fully comply with municipal, state and federal regulations (including but not limited those set forth in 935 CMR 500.105), and include without limitation:

Cloudfarming will operate in compliance with all applicable sections of 935 CMR 500. 935 CMR 500.101(1)(c); 935 CMR 500.101(2)(e)

Leaves and flowers of the female marijuana plant will be processed accordingly in a safe and sanitary manner as prescribed below

Cloudfarming will ensure that only well cured leaves and flowers of female marijuana plants which are free of seeds and stems are processed within and by the Marijuana Establishment.

Cloudfarming will ensure that only well cured leaves and flowers of female marijuana plants which are free of dirt, sand, debris and other foreign matter are processed within and by the Marijuana Establishment.

Cloudfarming will ensure that only well cured leaves and flowers of female marijuana plants are processed within and by the Marijuana Establishment which are free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: Good manufacturing practices for food, and if applicable, 105 CMR 590.000: State sanitary code chapter X: Minimum sanitation standards for food establishments. Products will be prepared and handled on food-grade stainless steel tables; and only well cured leaves and flowers of female marijuana plants will be processed within and by the Marijuana Establishment and will be prepared and handled on food-grade stainless steel tables with no contact with Licensees' or Marijuana Establishment Agents' bare hands.

Cloudfarming will ensure that only well cured leaves and flowers of female marijuana plants are processed within and by the Marijuana Establishment and will be handled and packaged in a secure area.

Any Marijuana Establishment Agent registered under Cloudfarming and/or contracted on behalf of Cloudfarming, whose job includes contact with Marijuana or non-Edible Marijuana Products, including cultivation, production, or packaging, is and will be subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

Any Marijuana Establishment Agent registered under Cloudfarming and/or contracted on behalf of Cloudfarming, working in direct contact with preparation of Marijuana or non-Edible Marijuana Products will conform to sanitary practices while on duty, including maintaining adequate personal cleanliness.

Any Marijuana Establishment Agent registered under Cloudfarming and/or contracted on behalf of Cloudfarming, working in direct contact with preparation of Marijuana or non-Edible Marijuana Products will conform to sanitary practices while on duty, including 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.

Hand-washing facilities within Cloudfarming Marijuana Establishment facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in the Cloudfarming Marijuana Establishment in 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.

The Cloudfarming Marijuana Establishment facilities will be designed with sufficient space for placement of equipment and storage of materials necessary for the maintenance of sanitary operations.

Litter and waste generated by Cloudfarming will be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12).

Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. 935 CMR 500.105(3)

Floors, walls, and ceilings within Cloudfarming Marijuana Establishment facility are constructed in such a manner that they may be adequately kept clean and in good repair. Surfaces in CloudFarming facilities are USDA approved food storage approved.

All contact surfaces within Cloudfarming Marijuana Establishment facilities, 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. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. 935 CMR 500.105(3)

All toxic items within Cloudfarming Marijuana Establishment facilities 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. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the Premises.

Cloudfarming's water supply is MWRA and will be sufficient for necessary operations.

Plumbing within Cloudfarming Marijuana Establishment facilities will be of adequate size and design,



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Cloudfarming Marijuana Establishment facilities.

Plumbing will properly convey sewage and liquid disposable waste from Cloudfarming Marijuana Establishment facilities . There will be no cross-connections between the potable and wastewater lines. The establishment shall provide its employees with adequate, readily accessible toilet facilities. 935 CMR 500.105(3)

Cloudfarming will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.

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

Cloudfarming will not sell marijuana or otherwise market marijuana for adult use that is not capable of being tested by Independent Testing Laboratory.

Products that can support the rapid growth of undesirable microorganisms will be held in a manner that prevents the growth of these microorganisms.

All 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).

Cloudfarming will comply with sanitary requirements. All Edible Marijuana Products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: State sanitary code chapter X: Minimum sanitation standards for food establishments.



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

CCC Operating Policies and Procedures (Detailed Description of Qualification and Intended Trainings for Agents)

Applicant/Licensee Entity Name: CloudFarming LLC

Applicant/Licensee Address: 77 Pond Street Marblehead MA 01945

Application #: MBN281350

Date: 2/19/23

Updated: 5/5/23

Cloudfarming policies will fully comply with municipal, state and federal regulations (including but not limited those set forth in 935 CMR 500.105), and include without limitation:

Shawn Cooney

1. Partner at Cloudfarming
2. 9 years experience in Controlled Environment Agriculture
3. Founder of Sustainable Cannabis Coalition
4. Vice Chairperson on NCIA (National Cannabis Industry Association) Facility Design Committee

Constance Cooney

1. Partner at Cloudfarming
2. 9 years experience in Controlled Environment Agriculture

2 Assistant Cultivators

1. General agricultural experience
2. Knowledge of plant diseases, insects, fungi and IPM practices
3. Ability to maintain strict adherence to all requirements and regulation as outlined in 935 CRM 500, and any further regulatory requirements given by the Commission, Department of Public Health, Department of Agriculture, Department of Energy, and/or any other applicable regulatory body.
4. Must be 21 years of age or older
5. Must pass any and all required background checks
6. Valid driver's license

Cloudfarming will ensure that employees are trained on job specific duties prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each Marijuana Establishment Agent, and at a minimum will include a Responsible Vendor Training Program under 935 CMR 500.105(2)(b). Agents responsible for tracking and entering product into the Seed-to-sale SOR will receive training in a form and manner determined by the Commission.

Establishments must ensure that employees receive a minimum of eight (8) hours of ongoing training annually. 935 CMR 500.105(2)

Cloudfarming will ensure that all employs receive a minimum of eight (8) hours of ongoing training annually.

All current owners, managers, and employees of Cloudfarming will complete the Responsible Vendor Program within the required time-frame implemented by the Commission. After initial successful completion of a Responsible Vendor Training Program, each Owner, manager, and employee involved in



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

the handling and sale of Marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a "Responsible Vendor"

All new employees of Cloudfarming will complete the Responsible Vendor Program within 90 days of being hired.

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



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

CCC Operating Policies and Procedures (Personnel Policy): Cloudfarming LLC

Applicant/Licensee Entity Name: CloudFarming LLC

Applicant/Licensee Address: 77 Pond Street Marblehead MA 01945

Application #: MBN281350

Date: 2/19/23

Updated 2/10/23

Cloudfarming policies will fully comply with municipal, state and federal regulations (including but not limited those set forth in 935 CMR 500.105), and include without limitation:

Cloudfarming shall maintain a staffing plan with job descriptions and records in compliance with 935 CMR 500.105(9). 935 CMR 500.105(1)

Cloudfarming shall maintain alcohol, smoke, and drug-free workplace policies. 935 CMR 500.105(1)

Cloudfarming shall maintain confidential information. 935 CMR 500.105(1)

Cloudfarming shall a policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor. 935 CMR 500.105(1)



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

CCC Operating Policies and Procedures (Financial Records): Cloudfarming LLC

Applicant/Licensee Entity Name: CloudFarming LLC

Applicant/Licensee Address: 77 Pond Street Marblehead MA 01945

Application #: MBN281350

Date: 2/19/23

Updated: 5/5/23

Cloudfarming policies will fully comply with municipal, state and federal regulations (including but not limited those set forth in 935 CMR 500.105), and include without limitation:

Business Records

Shall include manual or computerized records of

1. Assets and liabilities
2. Monetary transactions
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
4. Sales records including the quantity, form, and cost of marijuana products
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation, if any

Maintenance of Records

All aspects of financial record keeping shall be in accordance with generally accepted accounting principles.

Members of the executive team of will implement policies, procedures and trainings to applicable Marijuana Establishment Agents (MEAs) to ensure proper financial accounting and reporting, payroll preparation and administration, budget preparation, project management accounting, and risk management.

Cloudfarming will retain all financial records pursuant to 935 CMR 500.000. Cloudfarming will maintain organized and secure retention of all business records including: assets and liabilities; monetary transactions; written or electronic accounts that include bank statements, journals, ledgers and supporting documents, agreements, checks, invoices and vouchers; and any other financial accounts reasonably related to Cloudfarming and associated MEAs.

Cloudfarming Utilizes Xero Software and addons for appropriate business process management software to ensure sufficient financial record keeping. Cloudfarming will utilize 365 ERP add ons to Xero to meet the record keeping requirements our business needs and expected growth. Cloudfarming currently utilizes and will continue to utilize Gusto an outsourced payroll system for managing reporting applicable taxes. Utilizing a third-party will ensure an adequate "paper trail" and aid in record keeping for audits, tax and banking reasons.

Cloudfarming is not dispensing directly to the consumer, our financial management will be in compliance with all aspects of 935 CRM 500.000 including applicable sub-parts of 935 CMR



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

500.140(6).

All applicable records will be stored in secure electronic formats, only the Executive Management Team will have the authentication that allow access. Records will be available for inspection by the Commission or any regulatory authority, upon request.



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

CCC Operating Policies and Procedures (Diversity Plan): Cloudfarming LLC

Applicant/Licensee Entity Name: CloudFarming LLC

Applicant/Licensee Address: 77 Pond Street Marblehead MA 01945

Application #: MBN281350

Date: 2/19/23

Amended 5/10/23

Amended 7/10/23

Amended 11/21/23

Amended 11/24/23

Cloudfarming policies will fully comply with municipal, state and federal regulations (including but not limited those set forth in 935 CMR 500.105), and include without limitation:

Intent

Cloudfarming is committed to creating a diverse workforce that does not discriminate based on race, color, religion, gender, national origin, age, disability (or perceived disability), pregnancy, genetic information, gender identity, sexual orientation, military or veteran status, ancestry, marital or familial status, or citizenship. Cloudfarming knows that the more diverse and inclusive our team is the more successful Cloudfarming will be. We will utilize ideas and innovations gleaned from our involvement with the DEI committee of the NCIA and MCBA in addition to learnings from individuals of all backgrounds, experiences and cultures.

Purpose

Cloudfarming's Diversity Plan has been created to ensure that our hiring and purchasing practices create a diverse and inclusive organization. In doing so, individuals will be able to apply their life experiences and talents to support the goals of the company, and the company will be an engine of diversity in the community.

Cloudfarming's Diversity Plan is part of our comprehensive Sustainability plan and will be supported by an evolving software system from SustainLife (or equivalent) designed to guide decisions and practices that ensure we are able to reach our goals described below.

The Diversity Plan represents part of Cloudfarming's effort to establish a comprehensive management plan with goals and measures. The Diversity Plan will be evaluated and modified, when necessary, as our company grows and expands.

Goals:

1. Hiring: Cloudfarming will employ a total of at least 75% of its staff from within the following demographics: *NOTE: With the small number of employees (8) by the end of year 1 it is impossible to break out 5 target groups into percentages*
 - a. People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people
 - b. Women
 - c. Veterans
 - d. People with disabilities



Cloudfarming LLC 77 Pond Street Marblehead MA 01945

- e. People of all gender identities and sexual orientations (LGBTQ).
2. Sales: Secure 50% of Cloudfarming's sales purchase orders from or wholesale sales agreements with licensed Marijuana Establishments that either owned or operated by peoples from the following demographics
 - a. People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people
 - b. Women
 - c. Veterans
 - d. People with disabilities
 - e. People of all gender identities and sexual orientations (LGBTQ)
3. Purchasing: Secure 50% of Cloudfarming's purchase orders to or wholesale purchase agreements for goods or services with businesses either owned or operated by peoples from the following demographics
 - a. People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people
 - b. Women
 - c. Veterans
 - d. People with disabilities
 - e. People of all gender identities and sexual orientations (LGBTQ)

Programs

Cloudfarming will utilize all of the resources available and to develop a valid, scalable long term equity plan that can stand up to the scrutiny of the BCB, CCC, the MCBA, DEIC and the industry.

1. Hiring: Local resources that will be utilized will at a minimum be, our neighborhood connections, Eagle Hill Civic Association, The Mayor's office of Workforce Development(City of Boston), Returning Citizens, Eastie Times, Eastboston.com, and ElMundo.
2. Sales: Cloudfarming shall develop a network of licensed Marijuana Establishments to distribute products to. Cloudfarming shall give preference to Marijuana Establishments from all the following diversity target groups when entering wholesale sales agreements.
3. Purchasing: Utilize the Massachusetts Supplier Diversity Office and other available resources, including the CCC's public documents, to find and prioritize the engagement of qualified wholesale suppliers, vendors and other contractors that are majority owned and controlled by diverse individuals.

Cloudfarming is Currently partnered with MCBA (Minority Cannabis Business Association) and with the Diversity, Equity & Inclusion Committee of the NCIA and will continue to utilize these resources to benefit Cloudfarming employees and the Massachusetts Cannabis Industry.

Metrics

Cloudfarming will track all Diversity related data from Hiring, Contracting and Sales using Sustain.life software (or equivalent) and will publish to the Cloudfarming website the City of Boston and CCC quarterly or as required.



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Hiring Create a diverse and inclusive group of employees and programs		Goal and Metric at end year of 1 with a total of 8 employees NOTE: With the small number of employees (8) by the end of year 1 it is impossible to break out 5 target groups into percentages	
Diversity Program target populations	75%	<ul style="list-style-type: none">• People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people• Women• Veterans• People with disabilities• People of all gender identities and sexual orientations (LGBTQ)	
Sell to a diverse and inclusive range of businesses		Goal and Metric	
Sales	50% of contracts for sales to cannabis businesses owned or operated by Diversity Program target populations	<ul style="list-style-type: none">• People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people• Women• Veterans• People with disabilities• People of all gender identities and sexual orientations (LGBTQ)	
Contract with a diverse and inclusive range of businesses		Goal and Metric	
Purchasing goods and services	50% of contracts for goods and services from Diversity Program target populations	<ul style="list-style-type: none">• People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people• Women• Veterans• People with disabilities• People of all gender identities and sexual orientations (LGBTQ)	

Additional Requirements

Cloudfarming will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

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

Renewal

During the renewal process, the licensee will document the progress or success made in the preceding year in the "Compliance with Diversity Plan" section of the renewal application. The status report can include all supporting documents that show progress towards the stated goals.