



Massachusetts Cannabis Control Commission

Marijuana Microbusiness

General Information:

License Number: MB282344

Original Issued Date: 10/17/2022

Issued Date: 10/17/2022

Expiration Date: 10/17/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Greater Goods, LLC

Phone Number: Email Address: jordan.shaw4191@gmail.com

774-766-7923

Business Address 1: 445 Myles Standish Blvd. Business Address 2:

Business City: Taunton Business State: MA Business Zip Code: 02780

Mailing Address 1: 599 E Broadway Mailing Address 2:

Mailing City: Boston Mailing State: MA Mailing Zip Code: 02127

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: 50 Percentage Of Control: 50

Role: Manager Other Role:

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First Name: Jordan Last Name: Shaw Suffix:

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50 Percentage Of Control: 50

Role: Other (specify) Other Role: Member

First Name: Adam Last Name: Burns 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

Individual Contributing Capital 1

First Name: Adam Last Name: Burns Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$500000 Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Cultivation Environment: Indoor Establishment Activities: Both Cultivating and

Manufacturing

Establishment Address 1: 445 Myles Standish Blvd.

Establishment Address 2:

Establishment City: Taunton Establishment Zip Code: 02780

Approximate square footage of the Establishment: 10417 How many abutters does this property have?: 6

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Туре	ID	Upload
				Date
Certification of Host	HCA Certification - Greater Goods.pdf	pdf	6140fd38e014b807395c99d6	09/14/2021
Community Agreement				

Page: 2 of 6 Date generated: 11/02/2022

Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Permits and Bylaws 9.20.21 - Greater Goods.pdf	pdf	61489058f076f507dc7dfb93	09/20/2021
Community Outreach Meeting Documentation	Greater Goods - Community Outreach Meeting Attestation.pdf	pdf	614c82faf076f507dc7e15fa	09/23/2021

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	Туре	ID	Upload
				Date
Other	Greater Goods LLC - NEVA donation letter.pdf	pdf	6155d6a0c73bae68fe111e07	09/30/2021
Plan for Positive	2010-10-07 Greater Goods LLC - Updated Positive Impact	pdf	6165e84ac28c0968f38483ac	10/12/2021
Impact	Plan.pdf			

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager Other Role:

First Name: Jordan Last Name: Shaw Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Other (specify) Other Role: Member

First Name: Adam Last Name: Burns 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	Туре	ID	Upload
				Date
Secretary of Commonwealth -	SOC Certificate of Good Standing -	pdf	6141101e0f4d6c075e3df162	09/14/2021
Certificate of Good Standing	Greater Goods.pdf			
Bylaws	Operating Agreement - Greater Goods.pdf	pdf	61411059ab673907643a149f	09/14/2021
Articles of Organization	Certificate of Organization - Greater	pdf	6141108d3e10be075d4afa54	09/14/2021
	Goods.pdf			
Department of Revenue - Certificate	DOR Certificate of Good Standing -	pdf	61538095ff5a8a691f855142	09/28/2021
of Good standing	Greater Goods LLC.pdf			

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Articles of Organization	Greater Goods LLC - No Involvement Attestation Kenneth Goldstein.pdf	pdf	61538387ec8df66851059f23	09/28/2021
Department of Revenue - Certificate of Good standing	Greater Goods LLC - DUA Attestation Form.pdf	pdf	61538506d7af77684608fff2	09/28/2021

No documents uploaded

Massachusetts Business Identification Number: 001493629

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Туре	ID	Upload Date
Plan for Liability Insurance	Budrisk Manufacturing LOI - Greater Goods.pdf	pdf	6141117ab9f60d076b8d8929	09/14/2021
Plan for Liability Insurance	Budrisk Cultivation LOI - Greater Goods.pdf	pdf	6141117bab673907643a14a9	09/14/2021
Proposed Timeline	Greater Goods LLC - Proposed Timeline.pdf	pdf	615381d5269fa76914228bd0	09/28/2021
Business Plan	Greater Goods LLC - Business Plan.pdf	pdf	6153826faf787c692aac6040	09/28/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Name	Type	ID	Upload
			Date
Greater Goods - Methods of Production.pdf	pdf	61412105d905310789ae64b3	09/14/2021
Greater Goods - Policies and Procedures for	pdf	6141219e0f4d6c075e3df1eb	09/14/2021
Cultivating.pdf			
Greater Goods - Restricting Access to Age 21	pdf	614121bc0b068e073262f339	09/14/2021
or Older.pdf			
Greater Goods - Security Plan.pdf	pdf	614121d1d64352077f3c52fd	09/14/2021
Greater Goods - Prevention of Diversion.pdf	pdf	614121f323f64d075365240f	09/14/2021
Greater Goods - Storage of Marijuana.pdf	pdf	614122080f4d6c075e3df1ef	09/14/2021
Greater Goods - Transportation.pdf	pdf	61412225ac541007407183b8	09/14/2021
Greater Goods - Inventory Procedures.pdf	pdf	61412248b9f60d076b8d898e	09/14/2021
Greater Goods - Quality Control and	pdf	6141225be014b807395c9b1f	09/14/2021
Testing.pdf			
Greater Goods - Personnel Policies Including	pdf	6141227ae140910769759e1e	09/14/2021
Background Checks.pdf			
Greater Goods - Record Keeping	pdf	6141228da82c5807742ab773	09/14/2021
Procedures.pdf			
Greater Goods - Maintaining of Financial	pdf	6141229d23f64d0753652413	09/14/2021
Records.pdf			
Greater Goods - Qualifications and	pdf	61412498d905310789ae64c4	09/14/2021
Training.pdf			
Greater Goods - Energy Compliance Plan.pdf	pdf	614124b13e10be075d4afacf	09/14/2021
	Greater Goods - Methods of Production.pdf Greater Goods - Policies and Procedures for Cultivating.pdf Greater Goods - Restricting Access to Age 21 or Older.pdf Greater Goods - Security Plan.pdf Greater Goods - Prevention of Diversion.pdf Greater Goods - Storage of Marijuana.pdf Greater Goods - Transportation.pdf Greater Goods - Inventory Procedures.pdf Greater Goods - Quality Control and Testing.pdf Greater Goods - Personnel Policies Including Background Checks.pdf Greater Goods - Record Keeping Procedures.pdf Greater Goods - Maintaining of Financial Records.pdf Greater Goods - Qualifications and Training.pdf	Greater Goods - Methods of Production.pdf Greater Goods - Policies and Procedures for pdf Cultivating.pdf Greater Goods - Restricting Access to Age 21 pdf or Older.pdf Greater Goods - Security Plan.pdf pdf Greater Goods - Prevention of Diversion.pdf pdf Greater Goods - Storage of Marijuana.pdf pdf Greater Goods - Transportation.pdf pdf Greater Goods - Inventory Procedures.pdf pdf Greater Goods - Quality Control and pdf Testing.pdf Greater Goods - Personnel Policies Including pdf Background Checks.pdf Greater Goods - Record Keeping pdf Procedures.pdf Greater Goods - Maintaining of Financial pdf Records.pdf Greater Goods - Qualifications and pdf Training.pdf	Greater Goods - Methods of Production.pdf pdf 61412105d905310789ae64b3 Greater Goods - Policies and Procedures for Cultivating.pdf 6141219e0f4d6c075e3df1eb Greater Goods - Restricting Access to Age 21 pdf 614121bc0b068e073262f339 or Older.pdf Greater Goods - Security Plan.pdf pdf 614121d1d64352077f3c52fd Greater Goods - Prevention of Diversion.pdf pdf 61412216323f64d075365240f Greater Goods - Storage of Marijuana.pdf pdf 614122080f4d6c075e3df1ef Greater Goods - Transportation.pdf pdf 61412225ac541007407183b8 Greater Goods - Inventory Procedures.pdf pdf 61412248b9f60d076b8d898e Greater Goods - Quality Control and pdf 6141225be014b807395c9b1f Greater Goods - Personnel Policies Including pdf 6141227ae140910769759e1e Background Checks.pdf Greater Goods - Record Keeping pdf 6141228da82c5807742ab773 Procedures.pdf Greater Goods - Maintaining of Financial pdf 6141229d23f64d0753652413 Records.pdf Greater Goods - Qualifications and pdf 61412498d905310789ae64c4 Training.pdf

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Safety Plan for Manufacturing	Greater Goods - Safety Plan.pdf	pdf	614124d70f4d6c075e3df20a	09/14/2021
Plan to Obtain Marijuana	Greater Goods - Plan for Obtaining Marijuana	pdf	614124eae014b807395c9b36	09/14/2021
	or Marijuana Products.pdf			
Diversity plan	Greater Goods LLC - Diversity Plan.pdf	pdf	6148b457604619079ab792bb	09/20/2021
Types of products	Greater Goods - Types and Forms of	pdf	614c8297c12c6607a11b013c	09/23/2021
	Products.pdf			
Sample of unique identifying	Greater Goods - Mark for Product	jpeg	615382b6ff5a8a691f855165	09/28/2021
marks for branding	Branding.JPG			

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.: | 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.: | 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

Notifcation:

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: 9:00 AM Monday To: 7:00 PM

Tuesday From: 9:00 AM Tuesday To: 7:00 PM

Wednesday From: 9:00 AM Wednesday To: 7:00 PM

Thursday From: 9:00 AM Thursday To: 7:00 PM

Friday From: 9:00 AM Friday To: 7:00 PM

Saturday From: 9:00 AM Saturday To: 7:00 PM

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Sunday From: 9:00 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:
	Greater Goods LLC
2.	Name of applicant's authorized representative:
	Adam Burns, Manager
3.	Signature of applicant's authorized representative:
	66
4.	Name of municipality:
	City of Taunton
5.	Name of municipality's contracting authority or authorized representative:
	Mayor Shaunna O'Connell

1

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

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

r blackwell etaunton-ma, gov.

8. Host community agreement execution date:

August 10, 2021

Greater Goods, LLC

Adult Use Marijuana Establishment for Delivery 445 Myles Standish Blvd., Taunton, Mass. Assessor ID 13//1/0/

Plan to Remain Compliant with Local Permits and Zoning

Greater Goods, LLC, (the Applicant), is seeking a marijuana establishment license and special permit for a marijuana microbusiness at 445 Myles Standish Boulevard, within a large industrial park within the City's Industrial District (ID) zone and the use is allowed by special permit from the Taunton City Council. The use also requires a separate license from the City Council after a thirty day review by the City Police and City Licensing Committee which will be pursued immediately following the special permit process.

The Applicant shall duly apply-for and comply-with the ordinance provisions and requirements and all applicable conditions that may be imposed by the Zoning Board during the permitting process. The Applicant's site meets the buffer and distancing/setback requirements from schools, etc., set forth in the City's ordinance and as set forth in the CCC statutes and regulations. The Applicant has reviewed the submission requirements for the special permit and the criteria/findings for a special permit to issue, all of which are consistent with the 935 CMR 500, and can and will meet all such requirements and obtain and maintain its permits as required.

The site is an industrial park with dozens of large, multi-use warehouse and manufacturing type buildings that host industrial, commercial and retail uses.

The time frame for obtaining this marijuana establishment special permit from ZBA is as follows: Upon formal filing with city clerk, approximately 21 days for publishing and posting of public notice of hearing date; anticipation of one or two hearings to be accomplished between 30 to 65 days following filing; approximately 14 days for board's writing of final decision and filing of decision with town clerk for 20-day appeal period. Total time-frame is approximately 120-150 days for special permit. A building permit with professional engineering stamped/signed plans will be submitted for application for building permit and the building dept. has 30 days to issue upon confirmation that submitted construction filings/plans comply with building code. After construction, a certificate of use/occupancy will be required prior to commencing operations, which typically takes 15 to 30 days to obtain.

END OF COMPLIANCE PLAN



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

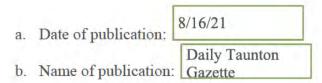
I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

		8/30/21
1.	The Community Outreach Meeting was held on the following date(s):	2-1-

- 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."



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."

0	Date notice filed:	8/20/21	
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.

		8/20/21	
a.	Date notice(s) mailed:		

- 7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
 - a. The type(s) of ME or MTC to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the ME or MTC to prevent diversion to minors;
 - d. A plan by the ME or MTC to positively impact the community; and
 - e. 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:	
Greater Goods, LLC	
Name of applicant's authorized representative:	
Jordan Shaw	
Signature of applicant's authorized representative:	
C Authors and a company of the compa	



Greater Goods LLC

A Community Outreach Meeting was held on August 30, 2021 at 7pm via Zoom meeting. There were four people in attendance and a recording of the meeting was created.

Greater Goods LLC

Link to Community Outreach Meeting 8/30/2021

https://youtu.be/Drg4YJgY0P8



Quinn Heath <quinn@mensinggroup.com>

Virtual Community Outreach Meeting request

Matthew J Costa <mcosta@taunton-ma.gov> To: Quinn Heath <quinn@mensinggroup.com> Cc: Blake Mensing <blake@mensinggroup.com> Tue, Aug 10, 2021 at 1:15 PM

Dear Mr. Heath,

The City of Taunton has no objec. on to Greater Goods LLC holding its community outreach meeting virtually, and authorizes the same.

Please contact me if you have any questions or concerns.

Respectfully,

Ma2 hew J. Costa

Ma@hew J. Costa

First Assistant City Solicitor

City of Taunton Law Dept.

15 Summer Street

Taunton, MA 02780

(508) 821-1036

[Quoted text hidden]



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Legal Notices



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EMPLOYMENT

Help Wanted

AUTOMECHANIC

Immediate Opening for quality automechanic Please call Brendan at 508-828-2600

Legal Notices

Legal Notices

R.E. RENTALS

TAUNTON Rooms & studios \$130 to \$220/

week move in. No

lease or Sec. Dep.

508-822-4273

M-F, 8:30-5

Apartments Unfurnished

Amendment

LEGAL NOTICE THE COMMONWEALTH OF MASSACHUSETTS THE TOWN OF FREETOWN Planning Board NOTICE OF PUBLIC HEARING

Pursuant to M.G.L. Chapter 40A, Section 5, notice is hereby given that the Freetown Planning Board will conduct a public hearing on Tuesday, August 24, 2021 at 6:00 p.m. at the Freetown Police Station Community Room, 15 Memorial Drive, East Freetown, Mass. The Planning Board will hold the hearing to consider a proposed amendment to the Town of Freetown Protective By-laws, Article 11 Zoning By-laws, which were submitted for the 2021 Special Town Meeting Warrant. The proposed amendment is summarized as follows: amend 11.18 H.1 Table of Use Regulations to allow veterinary offices and animal sales by special permit in the Village Business District (VB).

The legal notice is also available on www.masspublicnotices.org. All persons, parties or corporations interested therein may appear

Town of Freetown Planning Board

C. Nils McKay Planning Technician

AD#13976582 TDG 8/9, 8/16/21

Legal Notices

Legal Notices 1 Mason Road East Freetown LEGAL NOTICE

THE COMMONWEALTH OF MASSACHUSETTS TOWN OF FREETOWN PLANNING BOARD NOTICE OF PUBLIC HEARING

In accordance with the Massachusetts General Laws Chanter 40A Section 9 and the Town of Freetown Protective Bylaws, Article 11 Section 20, the Planning Board, acting as the Special Permit Granting Authority, will hold a public hearing to review the application of **Poyant Signs** for a **special permit** as per the attached notice:

The Town of Freetown Planning Board will conduct on Tuesday, August 24, 2021 at 6:00 p.m. at the Freetown Police Station Community Room, 15 Memorial Drive, East Freetown, MA 02717 to act on the petition of Poyant Signs. The petitioner is requesting a special permit in order to construct a standalone sign and drive thru signs located at 1 Mason Road East Freetown, MA (Assessors Map 227, Lot 108.01, Owner: Mason Corner LLC/Jerry Velozo) located in the Business

The applicants are requesting a **special permit** for a standalone sign and drive-thru signs which require the granting of a special permit by the Planning Board.

A copy of the application and plans may be viewed at the Planning Board Office and Town Clerk's office during normal Town Hall hours. All persons, parties or corporations interested therein may appear and be heard in relation thereto

Town of Freetown Planning Board

Nils McKay Planning Technician

AD#13976874 TDG 8/9, 8/16/21

Legal Notices

110 PROSPECT HILL RD LEGAL NOTICE NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

Premises: 110 Prospect Hill Street, Taunton, Massachusetts

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Kimberlee A. Chaney and William Chaney to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc., said mortgage dated November 22, 2005, and recorded in the Bristol County (Northern District) Registry of Deeds, in Book 15410 at Page 115 and now held by Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as Trustee for Carlsbad Funding Mortgage Trust by virtue of an assignment from Corrective Assignment from Bank of America, N.A., as Successor by Merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Servicing, LP to Federal National Mortgage Association dated June 26, 2020 and recorded in Bristol County (Northern District) Registry of Deeds in Book 26137, Page 261, previously assigned by MTGLO Investors, LP. to U.S. Bank National Association, not in its individual capacity but soldy as trustee for the PMAC Trust Series 2016 CTT dated. but solely as trustee for the RMAC Trust, Series 2016-CTT dated March 10, 2020 and recorded in Bristol County (Northern District) Registry of Deeds in Book 25902, Page 341, previously assigned by Wilmington Savings Fund Society, FSB, D/B/A Christiana Trust, not individually but as Trustee for Carlsbad Funding Mortgage Trust to MTGLQ Investors, L.P. dated March 10, 2020 recorded in Bristol County (Northern District) Registry of Deeds in Book 25829, Page 126, previously assigned by Federal National Mortgage Association to Wilmington Savings Fund Society, FSB, D/B/A Christiana Trust, not individually but as Trustee for Carlsbad Funding Mortgage Trust dated July 6, 2016 and recorded in Bristol County (Northern District) Registry of Deeds in Book 23118, Page 202, previously assigned by Bank of America, N.A. to Federal National Mortgage Association dated November 29, 2012 and recorded in Bristol County (Northern District) Registry of Deeds in Book 20719, Page 123, previously assigned by Mortgage Electronic Registration Systems, Inc., to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP dated September 30, 2009 and recorded in Bristol County (Northern District) Registry of Deeds in Book 18405, Page 330 for breach of the conditions in said mortgage and for the purpose of foreclosing the same, will be sold at Public Auction on August 31, 2021 at 10:00 AM Local Time upon the premises, all and singular the premises described in said mortgage, to wit:

The land, together with the buildings thereon, in Taunton, Bristol County, Massachusetts, on the Westerly side of Prospect Hill hounded and desc

Beginning on the Westerly line of Prospect Hill Street at a corner of land now or formerly of John J. Tangaro et ux; thence by said land now or formerly of Tangaro et ux North 35 degrees 57' 57" West 201.57 feet to other land for a corner; thence by said other land North 57 degrees 37' 09" East 112.76

to a corner in line of other land: thence by said other land South 42 degrees 50' 30" East 198.85 to the Westerly line of Prospect Hill Street; thence by said Prospect Hill Street 136.57 feet to land now or formerly of said Tangaro et ux, the point or place of beginning.

Containing 25.035 square feet of land, more or less.

Being the-same premises conveyed to the herein named mort-gagor (s) by deed recorded with Bristol County North District

Registry of Deeds in Book 9833, Page 215.

The description of the property that appears in the mortgage to be foreclosed shall control in the event of a typographical error in For Mortgagors' Title see deed dated October 5, 2001, and

recorded in Book 9833 at Page 215 with the Bristol County (Northern District) Registry of Deeds. TERMS OF SALE: Said premises will be sold and conveyed sub-

ject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described FIVE THOUSAND (\$5,000.00) Dollars of the purchase price must be paid by a certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank

treasurer's or cashier's check within sixty (60) days after the date

Other terms to be announced at the sale BENDETT & MCHUGH, PC 270 Farmington Avenue Farmington, CT 06032 Attorney for Wilmington Savings Fund Society, FSB d/b/a Christiana Trust, not individually but as Trustee for Carlsbad Funding Mortgage Trust Present Holder of the Mortgage

AD# 13976721 TDG 08/09, 08/16, 08/23/2021 **Legal Notices**

445 Myles Standish Road, Taunton

Notice is hereby given that a Community Outreach Meeting fo a proposed Marijuana Establishment is scheduled for August 30, 2021 at 7:00pm. In light of COVID-19, it will be held via Zoom Meeting. Join the meeting at https://us06web.zoom.us/j/82108459291 or by calling (929) 205-6099 and entering Meeting ID 821 0845 9291. The pro posed Microbusiness is anticipated to be located at 445 Myles Standish Road, Taunton, MA 02780.

LEGAL NOTICE

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

AD#13977804 TDG 8/16/21

Legal Notices

Legal Notices

REHOBOTH, 12 ASH STREET

LEGAL NOTICE NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Dennis E. Swass, Karen G.S. Swass to Mortgage Electronic Registration Systems, Inc., as nominee for American Financial Resources, Inc., dated November 26 2012 and recorded in the Bristol County (Northern District) Registry of Deeds in Book 20649, Page 89 of which mortgage the undersigned is the present holder, by assignment from: Mortgage Electronic Registration Systems, Inc., as nominee for American Financial Resources, Incorporated to Wells Fargo Bank, N.A., recorded on March 26, 2018, in Book No. 24347, at Page 82 for breach of the conditions of said mortgage and for the purpose o foreclosing, the same will be sold at Public Auction at 10:00 AM on September 13, 2021, on the mortgaged premises located at 12 Ash Street, Rehoboth, Bristol County, Massachusetts, all and singular the premises described in said mortgage,

Said property is situated on the northeasterly side of the intersec-tion of Ash Street and Fairfield Street, Town of Rehoboth, Bristo County, Commonwealth of Massachusetts, and described as fol lows: Beginning at a point in the northerly line of Ash Street, said point being the southwesterly corner of land formerly of Tullis said point also being the southeasterly corner of the parcel hereir described; thence running southwesterly along said Ash Street 260 feet, more or less; thence turning and running northeasterly following the arc of a curve at said intersection a distance of 105 feet, more or less to land now or formerly of Kenneth G Duquette thence running northeasterly bounding northwesterly on said Duquette land, 160 feet to said Tullis land, thence running south easterly bounding northeasterly on said Tullis land 235 feet, more or less to an angle point; thence continuing southeasterly, still bounding northeasterly on said Tullis land 294.95 feet to the point of beginning. Said tract contains approximately 2 ¼ acres Subject to and with all the benefit of all easements, restrictions rights, conditions, reservations, rights of way, covenants, provisions, orders, takings and agreements of record, in so far as the same are in force and applicable.

For mortgagor's(s') title see deed recorded with Bristol County (Northern District) Registry of Deeds in Book 14107, Page 325.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE:

A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California St., Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.

WELLS FARGO BANK, N.A. Present holder of said mortgage

By its Attorneys HARMON LAW OFFICES, P.C. 150 California St Newton, MA 02458 (617)558-0500

AD#13977523 TDG 8/16, 8/23, 8/30/2021 **Legal Notices**

Legal Notices

5 Costa Drive & 0-rear Costa Drive. East Freetown SIA DRIVE & U-FEAT COSIA DRIVE, EAST FREEDOWN
LEGAL NOTICE
THE COMMONWEALTH OF MASSACHUSETTS
THE TOWN OF FREETOWN
PLANNING BOARD
NOTICE OF PUBLIC HEARING

In accordance with the Massachusetts General Laws Chapter 41 Section 81-T Subdivision Control Laws and the Town of Freetown Protective Bylaws, Article XI, you are hereby being notified of a Public Hearing on the application of Costa Solar, LLC c/o Ironwood Renewables, LLC for a definitive subdivision plan entitled Modification of Definitive Plan Overall Site Plan as per the attached notice:

The Town of Freetown Planning Board will conduct a public hearing on Tuesday, August 24, 2021 at 6:00 p.m. at the Freetown Police Station Community Room, 15 Memorial Drive, East Freetown, Mass. to act on the application of Costa Solar, LLC c/o Ironwood Renewables, LLC. The Costa Solar, LLC c/o Ironwood Renewables, LLC. The applicant has submitted a definitive subdivision plan entitled Modification of Definitive Plan Overall Site Plan which shows the creation of 2 lots located at 5 Costa Drive & 0-rear Costa Drive, East Freetown, MA 02717 (Assessor's Map 241, Lot 53 & Assessor's Map 247, Lot 6) located in the Residential and General Use zoning districts. A copy of the plan may be reviewed at the office of the Town Clerk and/or Planning Board, Freetown Town Hall. All persons, parties or corporations interested therein may appear and be heard in relation thereto. heard in relation thereto.

Town of Freetown Planning Board

C. Nils McKay Planning Technician

AD#13976690 TDG 8/9, 8/16/21

Legal Notices Legal Notices

1 Jessica Lane

LEGAL NOTICE THE COMMONWEALTH OF MASSACHUSETTS
THE TOWN OF FREETOWN
PLANNING BOARD NOTICE OF PUBLIC HEARING

In accordance with the Massachusetts General Laws Chapter 41 Section 81-T Subdivision Control Laws and the Town of Freetown ws Article XI you are Public Hearing on the application of Sandra J. Carreiro for a definitive subdivision plan entitled Definitive Residential Subdivision - 1 Jessica Lane as per the attached notice:

The Town of Freetown Planning Board will conduct a public hearing on Tuesday, August 24, 2021 at 6:00 p.m. at the Freetown Police Station Community Room, 15 Memorial Drive, East Freetown, Mass. to act on the application of Sandra J. Carreiro The applicant has submitted a definitive subdivision plan entitled Definitive Residential Subdivision – 1 Jessica Lane which shows the creation of 2 lots located at 1 Jessica Lane, Assonet, MA 02702 (Assessor's Map 207, Lot 116) located in the Residential. A copy of the plan may be reviewed at the office of the Town Clerk and/or Planning Board, Freetown Town Hall. All persons, parties or corporations interested therein may appear and be heard in relation thereto.

Town of Freetown Planning Board

C. Nils McKay Planning Technician

AD#13976614 TDG 8/9, 8/16/21

> Your News All about you.



#MetroSouthBestOf

VOTE TODAY!

(860) 677-2868

Voting Period: August 13 - 31

Vote online at: enterprisenews.com/contests tauntongazette.com/contests

YOU COULD WIN \$250



#MetroSouthBestOf

ATTACHMENT B



August 20, 2021

To Whom it May Concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday, August 30, 2021 at 7:00 p.m. In light of COVID-19, the meeting will be held virtually as follows:

Join Zoom Meeting: https://us06web.zoom.us/j/82108459291

Meeting ID: 821 0845 9291

or Via Dial-in: (929) 205-6099 and enter Meeting ID

The proposed Microbusiness is anticipated to be located at 445 Myles Standish Road, Taunton, MA 02780. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of Greater Goods LLC,

Blake M. Mensing

Founder & Chief Counsel

Belle and

The Mensing Group LLC

100 State Street, 9th Floor

Boston, MA 02109

Direct: (617) 333-8725

Email: Blake@MensingGroup.com

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ATTACHMENT C



August 20, 2021

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Founder & Chief Counsel

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The Mensing Group LLC

100 State Street, 9th Floor

Boston, MA 02109

Direct: (617) 333-8725

Email: Blake@MensingGroup.com

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City of Taunton, MA Abutters Report

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300ft. Abutters of Property 13-14-0 at 445 MYLES STANDISH BOULEVARD

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 9/30/2020.

Abutter	Street Address	Account No.	Tax Bill Address
		1266	
			BOSTON, MA 02110
		1258	
			NEWTON CENTER, MA 02459
		1263	
			TAUNTON, MA 02780
		1253	
-		402470	SAN FRANCISCO, CA 94104
		103470	BRAINTREE, MA 02184
		1259	
			RAYNHAM, MA 02767



City of Taunton, MA Abutters Report

Page 20f2

300ft. Abutters of Property 13-14-0 at 445 MYLES STANDISH BOULEVARD

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I hereby certify that the names and mailing addresses of the record as shown on the most recent certified tax list dated	e persons shown on the above list are the nam	nes and addresses of the owners of
Signed,		Not official unless stamped by the Board of Assessors
Name: Title: Date:	BASED ON OUR CURRENT RECORDS, THIS OFFICE CERTIFIES THE ABOVE OWNERSHIP IS CORRECT AS OF 3-30-2 AND WITHIN 300 FEET. BOARD OF ASSESSORS Problem Brobant	

POSITIVE IMPACT PLAN

Governed by: M.G.L. ch. 94G, §4 and 935 CMR 500.101(1)(a)(11)

Greater Goods, LLC ("Greater Goods" or "the Company") is dedicated to serving and supporting those disproportionately harmed by cannabis prohibition. Greater Goods's Positive Impact Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy.

The Cannabis Control Commission has identified the following Groups as those that should be targeted and supported:

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

To support such populations, Greater Goods has created a Positive Impact Plan, summarized below, and has identified numerous goals and priorities.

GOALS

- **#1 -** Provide Massachusetts residents from ADIs with increased access to education and/or job training in the cannabis industry by giving financial support to *New England Veteran's Alliance, Inc.*
- **#2 -** Provide at least 5 Massachusetts residents per year who have past drug convictions or who have parents or spouses who have had drug convictions with education and support relating to sealing criminal records to reduce barriers to entry in the cannabis industry and the workforce in general through an annual workshop

PROGRAMS

Our commitment to positively impact disproportionately harmed populations is an essential part of the company's ethos. Specifically, to implement the defined Goals, Greater Goods will:

1. Give an annual donation of \$2,500 to *New England Veteran's Alliance, Inc. (NEVA)*. NEVA endeavors to develop skills for its members through mentoring, educational and informational events with cannabis industry networking opportunities, and to provide financial support to allow them to continue to provide cultivation education and peer support groups for Veterans in Massachusetts. Funds donated will support two *New England Veteran's Alliance, Inc.* programs that provide: (1) education to veterans on cannabis cultivation; and (2) peer support groups for veterans. *New England Veteran's Alliance, Inc.* has a membership consisting heavily of Massachusetts residents disproportionately impacted by the War on Drugs, including residents in Cannabis

- Control Commission defined "areas of disproportionate impact" and individuals who have had a past drug conviction and have lived in the Commonwealth of Massachusetts within the last 12 months. A donation to NEVA will help residents of areas of disproportionate impact increase their chances of receiving a position in the cannabis industry through mentorship, educational, and information events in addition to networking opportunities with cannabis companies.
- 2. Host an annual record sealing workshop teaching which criminal records can be sealed and how to seal them. The workshop will also assist individuals through the sealing process with the courts or probation department. The workshop will be advertised in print and online sources to include ADI and local newspapers. Specific sources utilized will include *The Daily Taunton Gazette*. The workshop will be held at Greater Goods's facilities, and will each have a capacity of at least 5 participants. The topics for the workshops will include practical training and information that will assist Massachusetts residents to identify and seal eligible drug convictions.

MEASUREMENTS

Greater Goods will develop specific initiatives, creating partnerships and achieving measurable outcomes to ensure that Greater Goods meets the Plan's goals. We will audit the progress of the plan annually upon provisional license renewal and will disclose tracked measurement metrics. Metrics tracked will include the following:

- 1. At the end of each year, Greater Goods will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the company has given to NEVA as outlined above. Greater Goods will continue to assess the viability and impact of financial donations made and annually review donation amounts. NEVA will provide an annual report to Greater Goods summarizing the use of the funds, as well as indicating the number of veterans participating in the programs are from an area of disproportionate impact and/or whether the particular program assisted veterans with past drug convictions.
- 2. Greater Goods will document the record sealing workshop date, the topics discussed, the number of attendees, to which targeted group the attendees belong, and referral sources. Participating individuals or businesses will be asked to complete an assessment of the program which will provide insight into the demographics of the attendees, the helpfulness and clarity of the topics presented as well as suggestions for future programs.

DISCLOSURES

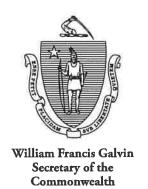
Greater Goods acknowledges and will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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

Greater Goods understands that the progress or success of this plan must be demonstrated upon

Greater Goods, LLC

each annual license renewal period in conformity with 935 CMR 500.103(4)(b).



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

August 30, 2021

TO WHOM IT MAY CONCERN:

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

GREATER GOODS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on March 11, 2021.

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

I also certify that the names of all managers listed in the most recent filing are: ADAM BURNS, JORDAN SHAW

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ADAM BURNS, JORDAN SHAW**

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth
on the date first above written.

Secretary of the Commonwealth

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OPERATING AGREEMENT OF GREATER GOODS, LLC A MASSACHUSETTS LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT ("**Agreement**") is entered into the February, 2021 by and between the following individuals or entities:

- 1. Jordan Shaw ("Shaw");
- 2. Adam Burns ("Burns")

hereinafter collectively, "Members" or "Parties".

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant, contract and agree as follows:

ARTICLE I FORMATION OF LIMITED LIABILITY COMPANY

- 1. <u>Formation of Company</u>. The Parties have formed a Massachusetts limited liability company named GREATER GOODS LLC, ("Company"). The operation of the Company shall be governed by the terms of this Agreement and the provisions of the Massachusetts Limited Liability Company Act (Massachusetts General Laws, Title XXII, Chapter 156C), hereinafter referred to as the "Act". To the extent permitted by the Act, the terms and provisions of this Agreement shall control if there is a conflict between such Law and this Agreement. The Parties intend that the Company shall be taxed as a partnership. Any provisions of this Agreement, if any, that may cause the Company not to be taxed as a partnership shall be inoperative.
- 2. <u>Articles of Organization</u>. The Members acting through its organizer, filed a Certificate of Organization, ("**Articles**") for recording in the office of the Secretary of the Commonwealth of Massachusetts on February , 2021, thereby creating the Company.
 - 3. <u>Business</u>. The business of the Company shall be:
 - a) To form, create, and produce a cannabis cultivation business to be known as GREATER GOODS or such other name as may hereafter be determined (the "Business") and in connection therewith to acquire equipment; to obtain necessary licensing; to acquire by lease a business premises to house Business operations; to develop optimum cultivation methods and processes; to establish sales channels;
 - b) To borrow money in connection with the establishment and operation of the Business;

and

- c) To engage in any activity lawful under the laws of the Commonwealth of Massachusetts for which a limited liability company may be formed under the laws of the Commonwealth of Massachusetts.
- 4. <u>Principal Office, Registered or Resident Agent</u>. The principal office and place of business of the Company shall be 599 E Broadway, South Boston, Massachusetts. The registered or resident agent shall be Kenneth M. Goldstein, Esquire of Goldstein & Herndon, LLP and the registered or resident agent's office address is 822 Boylston Street, Suite 300, Chestnut Hill, MA 02467. The Members may change the registered office and/or registered agent from time to time.
- 5. <u>Duration</u>. The Company will commence business as of the date of filing and will continue in perpetuity or until cancelled or dissolved pursuant to the Act.
 - 6. Fiscal Year. The Company's fiscal and tax year shall end December 31.

ARTICLE II MEMBERS

7. <u>Initial Members</u>. The initial members of the Company and their initial Unit Ownership shares in the Company, and initial capital contributions are:

Members	Ownership in the	Initial Capital	Additional
	("Unit Ownership")	Contribution	Capital
			Contribution
Jordan Shaw	50%	See Paragraph 13 (b)	\$0
Adam Burns	50%	\$70,000.00	To Be
			Determined

8. <u>Additional Members.</u> New members or classes of members to any class may be admitted by the unanimous decision of all members, whereupon Unit Ownership may be equitably diluted.

ARTICLE III MANAGEMENT

9. <u>Management</u>. The Members have elected to manage the Company as follows:

The Managers of the Company shall be the Shaw and Burns or their successors in interest.

a) Each Manager shall have the individual authority to take all necessary and proper action in order to conduct the business of the Company including, but not limited to signing checks, and non-Material Contracts (Material Contracts are

defined below), but neither Manager nor the officers, if any, shall do any Act in contravention of the Agreement, or possess Company property or assign rights in Company property other than for Company purposes, and unless authorized by a majority vote of the Members, the Manager, or the officers, if any, shall not:

- i. Cause the Company to borrow any funds in excess of \$5,000 (any contract in excess of that amount is a "Material Contract");
- ii. Enter into any contract that would create a material obligation or liability of the Company in excess of \$5,000, (any such contract would be a Material Contract):
- iii. Mortgage, pledge, or otherwise encumber any substantial assets of the Company;
- iv. Make any material change in the nature of the Company's business;
- v. Sell, exchange, or otherwise dispose of any substantial assets of the Company;
- vi. Cause the Company to engage in any dissolution, liquidation, merger, consolidation, or reorganization;
- vii. Take any act that would make it impossible to carry on the ordinary business activities of the Company;
- viii. Cause the Company to make a loan to, or guarantee a debt of, any person or party;
- ix. Compromise (i) an obligation of a Member to make a capital contribution or return money or property paid or distributed in violation of the Act, or (ii) an obligation of an officer, under this Agreement or otherwise, whether in such officer's capacity as officer, Member, or otherwise;
- x. Cause the Company to take any action to initiate a bankruptcy of the Company;
- xi. Cause the Company to confess any judgment;
- xii. Cause the Company to issue any new Membership interests, or to alter the relative rights of existing Membership interests; or documents; or

- xiii. Amend the Company's Articles or other governing documents, including this Agreement.
- b) Determination and timing of distributions to the Members in accordance with this Agreement shall be decided by a majority of the Members.
- c) No compensation shall be paid to the Managers or officers, if any, except in their capacity as Members or as otherwise herein provided.
- 10. President and Relating Provisions. A majority of the Members (which, for purposes of the Paragraph 10 includes their successors in interest) shall appoint an individual who need not be a Manager or Member, to supervise the day-to-day operations of the Company and such person shall be designated as President. Initially, the President shall be Shaw. Shaw shall, without additional compensation, devote full-time energies and efforts to the planning, founding, establishing, supplying and implementation of the Business. Notwithstanding any provision herein to the contrary, in the event Shaw resigns or fails to fulfill the duties of President hereunder, Shaw's Unit Ownership will be terminated and will revert to the Company. Unless otherwise agreed between the parties, the preceding sentence will expire and become null and void on December 21, 2023. The President shall be subject to the general supervision and control of the Managers and shall carry out the policy decisions made by the Managers. At each regular meeting of the Managers, the President shall be present and shall report to the Manager on the operations of the Company.
- President's Powers and Duties. At the direction of the Managers, the President shall have the full power to execute, for and on behalf of the Company, any and all documents and instruments which may be necessary to carry on the business of the Company, including, without limitation, any and all deeds, contracts, leases, mortgages, deeds of trust, promissory notes, security agreements and financing statements pertaining to the Company's assets or obligations. No person dealing with the President need inquire into the validity or propriety of any document or instrument executed in the name of the Company by the President, or as to the authority of the President in executing the same. The President is authorized to make decisions which will result in cost or expenditure of Five Thousand (\$5,000.00) Dollars or less without prior approval of the Managers. The President is authorized to make decisions regarding the operations of the Business. Notwithstanding the foregoing, the President shall not make incur any debt greater than Five Thousand (\$5,000.00) Dollars and may not make major budgetary decisions or determine product pricing without the prior approval of the Managers.
- (b) <u>Other Officers</u>. In addition to the President, a majority of the Members may choose to appoint other officers of the Company including, a treasurer and a secretary. A Member may hold more than one or all offices. The officers shall act in the name of the Company and shall supervise its operation under the direction and management of the Managers, as further described below.

- (c) <u>Election and Term of Office</u>. If a majority of the Members decides to appoint other officers, such officers shall be appointed by vote of the majority of the Members. Vacancies may be filled or new offices created and filled by a majority of Members at any time. Each other officer shall hold office until his/her death, until he/she shall resign, or until he/she is removed from office. Election or appointment of an officer or agent shall not of itself create a contract right. Notwithstanding the foregoing, if Shaw has not met the Performance Goal, Burns may appoint officers.
- (d) <u>Removal</u>. Any officer or agent may be removed by a majority of the Members whenever they decide that the best interests of the Company would be served thereby. Such removal shall be without prejudice to the contract rights, if any, of the person so removed. Notwithstanding the foregoing, if Shaw has not met the Performance Goal, Burns may remove officers.
- (e) <u>Vacancies</u>. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by a majority of the Member for the unexpired portion of the term. Notwithstanding the foregoing, if Shaw has not met the Performance Goal, Burns may appoint such officers.
- (f) <u>President</u>. The President shall be the chief executive officer of the Company and shall preside at all meetings of the Members or Managers. The President shall have such other powers and perform such duties as are specified in this Agreement and as may from time to time be assigned by the Members or Managers of the Company.
- (g) The Treasurer. If appointed, the Treasurer shall be the chief financial officer of the Company. The Treasurer shall not be required to give a bond for the faithful discharge of his/her duties. The Treasurer shall: (i) have charge and custody of and be responsible for all funds and securities of the Company; (ii) in the absence of the President, preside at meetings of the Managers or Members; (iii) receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies or other depositories as shall be selected by the Managers of the Company; and (iv) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the President or by the Members or Managers of the Company.
- (h) <u>Secretary</u>. If appointed, the Secretary shall: (i) keep the minutes of the Members or Managers meetings in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of this Agreement or as required by law; (iii) be custodian of Company records; (iv) keep a register of the post office address of each Member; (v) certify the Members' or Managers' resolutions and other documents to the Company as true and correct; (vi) in the absence of the President and Treasurer, preside at meetings of the Members or Managers and (vii) in general perform all duties incident to the office of Secretary and such other duties as from time as may be assigned by the President or the Managers or Members.

- 11. <u>Unanimous Only Powers</u>. Notwithstanding any other provision of this Agreement, only by unanimous direction of Members may the Company: (a) sell or encumber or lease any real estate owned by the Company, or (b) incur debt, expend funds, or otherwise obligate the Company if the debt, expenditure, or other obligation exceeds \$5,000. The limitations on the Managers set forth in Section 9. a) (i) (xiii) shall also apply to the officers of the Company, if any are appointed.
- Bank Accounts. The operating bank account of the Company shall be maintained with Citizens Bank or any other bank the Manager shall determine. All Managers will be provided with full access for online banking to login and inspect the balances and statements of all of the Company's bank accounts at any time.
- 11B Accountants: The tax accountant for the Company shall be EJ Callahan and Associates. The Managers will be provided with access to the Company's tax accountant to receive copies of all communications and reports.

ARTICLE IV CONTRIBUTIONS, PROFITS, LOSSES, AND DISTRIBUTIONS

- 12. <u>Interest of Members</u>. Each Member shall own a percentage Unit Ownership (sometimes referred to as a share) in the interests of the Company as set forth in Paragraph 7 of this Agreement.
- 13. <u>Contributions</u>. (a.) Upon execution hereof, each Member will provide to the Company the Initial Capital Contribution indicated in the Table in Article II, Paragraph 7 above. With respect to the initial Capital Contributions any Member who has contributed out-of-pocket amounts previously expended in connection with the formation of the Business shall be given credit for such amounts. Capital contributions may take the form of payment to the Company or payment directly to a vendor providing goods and/or services for the Business of the Company. The Company shall not be obligated to hold Member's capital contributions in an interest-bearing account.
- (b.) Shaw shall contribute the genetic material for the product to be produced by the Company and shall, without additional compensation, devote full-time energies and efforts to the planning, founding, establishing, supplying and implementation of the Business (the "Shaw Contributions"). Notwithstanding any provision herein to the contrary, in the event the Company fails to book gross revenues of at least Three Hundred Thousand (\$300,000.00) Dollars in any fiscal quarter beginning with the first quarter of fiscal year 2022 (the "Performance Goal"), Burns may, by notice to Shaw, declare that Shaw's Unit Ownership has been terminated, whereupon Shaw's Unit Ownership will revert to the Company. Unless otherwise agreed between the parties, the preceding sentence will expire and become null and void on December 31, 2024.
- 14. <u>Additional Contributions</u>. Except as provided in Article IV, Paragraph 13, and herein, no Member shall be obligated to make any additional contribution to the

Company's capital beyond what may be indicated under the column heading "Additional Capital Contribution" in the Table in Article II, Paragraph 7 above, without the prior unanimous written consent of the Members. Any amounts paid by a Member under a personal guarantee of an obligation of the Company will be considered an Additional Contribution. Within seven (7) days of notice from the Managers, all Members shall provide to the Company the Additional Capital Contribution indicated in the Table in Article II, Paragraph 7 above or such lesser amount as a majority of the Managers shall determine

- 15. Record of Contributions/Unit Ownerships. This Agreement, any amendment(s) to this Agreement, and all resolutions of the Members of the Company shall constitute the record of the Members of the Company and of their respective interest therein
- 16. <u>Profits and Losses</u>. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's right to receive distributions, and relative Unit Ownership in the Company as set forth in Section 7 of this Agreement and elsewhere in this Agreement as amended from time to time.
- 17. <u>Distributions.</u> A majority of the Members shall determine and distribute the "Distributable Cash" (as defined below) of the Company annually or at more frequent intervals as he sees fit under the provisions below:
- "Distributable Cash" means, with respect to any fiscal period, the excess of all cash receipts of the Company from any source whatsoever; cash generated from normal operations; sales of assets; proceeds of borrowings; capital contributions of the Members; proceeds from a capital transaction; and any and all other sources over the sum of the following amounts:
 - (i) any cash disbursements for items that are customarily considered to be "operating expenses," including salary and bonus payments, employee benefits costs and rental payments for space and equipment;
 - (ii) payments of interest, principal and premium and points and other costs of borrowing under any indebtedness of the Company, including, without limitation, any amounts loaned by the Members to the Company;
 - (iii) payments made to purchase capital assets, and for capital construction, rehabilitation and acquisitions; and
 - (iv) amounts set aside as reserves for working capital, contingent liabilities or replacements, that are deemed to be necessary by the consent of the Managers to meet the current and anticipated future needs of the LLC

A majority of the Members shall determine the amount of Distributable Cash.

Distributions of Distributable Cash, whether derived from profitable operations of the Business or 'cash out' financing of operations, shall be made as follows:

Distributable Cash will be paid to each Member proportionately to Unit Ownership (as provided in Paragraph 7).

Notwithstanding the foregoing, if Shaw has not met the Performance Goal, Burns may determine and distribute Distributable Cash.

- 18. <u>No Right to Demand Return of Capital.</u> No Member has any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.
- 18A. <u>Change in Interests</u>. If during any year there is a change in a Member's Unit Ownership, the Member's share of profits and losses and distributions in that year shall be determined under a method which takes into account the varying interests during the year.

ARTICLE V VOTING; CONSENT TO ACTION

- 19. <u>Voting by Members</u>. The Voting Rights shall be shared pro-rata according to the Unit Ownership percentages amongst the Members.
- 20. <u>Super-Majority Required</u>. Except as otherwise provided and delegated to the Officers or Manager, a super-majority of seventy-six (76%) percent of the Unit Ownership interest is required for any action.
- 21. <u>Meetings Written Consent</u>. Action of the Members or Managers may be accomplished with or without a meeting. If a meeting is held, evidence of the action shall be by minutes or resolutions reflecting the action of the Meeting, signed by a majority of the Members, or Managers. Action without a meeting may be evidenced by a written consent signed by a majority of the Members, or Managers.
- 22. <u>Meetings</u>. Meetings of the Members may be called by any Member owning 10% or more of the Company, or, by any Manager of the Company, or if officers were appointed, by any officer.
- 23. <u>Majority Defined</u>. As used throughout this agreement, and subject to the requirements of Paragraph 20, the term "Majority" of the Members shall mean a majority of the Unit Ownership interest of the Company as determined by the records of the Company on the date of the action.

ARTICLE VI DUTIES AND LIMITATION OF LIABILITY OF MEMBERS, OFFICERS, AND PERSONS SERVING ON ADVISORY COMMITTEES; INDEMNIFICATION

- 24. <u>Duties of Members: Limitation of Liability</u>. The Members, Managers and officers shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. No Member or officer, by reason of being or having been a Member or officer, shall be liable to the Company or to any other Member or officer for any loss or damage sustained by the Company or any other Member or officer unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, or a wrongful taking by that Member or officer.
- 25. <u>Members Have No Exclusive Duty to Company</u>. The Members shall not be required to participate in the Company as their sole and exclusive business. Members may have other business interests and may participate in other investments or activities in addition to those relating to the Company. No Member shall incur liability to the Company or to any other Member by reason of participating in any such other business, investment or activity. Members shall have no obligation to partner with, offer to participate with or inform other Members of any future business venture unrelated to the Development Site.

26. Protection of Members and Officers.

- (a) As used herein, the term "Protected Party" refers to the Members, Managers, and officers of the Company, if any.
- (b) To the extent that, at law or in equity, a Protected Party has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Protected Party, a Protected Party acting under this Agreement shall not be liable to the Company or to any other Protected Party for good faith reliance on:
 - (i) the provisions of this Agreement;
 - (ii) the records of the Company; and/or
 - (iii) such information, opinions, reports or statements presented to the Company by any person as to matters the Protected Party reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company.
- (c) The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Protected Party to the Company or to any other Protected

Party otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Protected Party.

27. Indemnification and Insurance.

(a) Right to Indemnification.

- (i) Any person who is or was a Member, Manager, or officer of the Company and who is or may be a party to any civil action because of his/her participation in or with the Company, and who acted in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interests of the Company may be indemnified and held harmless by the Company.
- (ii) Any person who is or was a Member, Manager, or officer of the Company and who is or may be a party to any criminal action because of his/her participation in or with the Company, and who acted in good faith and had reasonable cause to believe that the act or omission was lawful, may be indemnified and held harmless by the Company.

The foregoing indemnifications shall not apply in any dispute between the Members of the Company.

- (b) <u>Advancement of Expenses</u>. Expenses (including attorney's fees) incurred by an indemnified person in defending any proceeding shall be paid in advance of the conclusion of the proceedings. Should the indemnified Member, Manager or officer ultimately be determined to not be entitled to indemnification, that Member, Manager or officer agrees to immediately repay to Company all funds expended by the Company on behalf of the Member, Manager or officer.
- (c) <u>Non-Exclusivity of Rights</u>. The right to indemnification and payment of fees and expenses conferred in this section shall not be exclusive of any right which any person may have or hereafter acquire under any statute, provision of this Agreement, contract, agreement, vote of Members or otherwise. The Members, Manager, and officers are expressly authorized to adopt and enter into indemnification agreements for Members and officers.
- (d) <u>Insurance</u>. The Members may cause the Company to purchase and maintain insurance for the Company, for its Managers, its officers, and/or on behalf of any third party or parties whom the members might determine should be entitled to such insurance coverage.
- (e) <u>Effect of Amendment</u>. No amendment, repeal or modification of this Article shall adversely affect any rights hereunder with respect to any action or omission occurring prior to the date when such amendment, repeal or modification became effective.

ARTICLE VII MEMBERS INTEREST TERMINATED

- 28. <u>Termination of Membership</u>. A Member's interest in the Company may not be terminated except as otherwise herein provided or upon the occurrence of one or more of the following events ("Terminations/Dissociation Events"):
 - a. A Member provided notice of withdrawal to the Company thirty (30) days in advance of the withdrawal date.
 - b. A Member assigns all of his/her interest to a qualified third party.
 - c. A Member dies (or the last surviving holder of a jointly held membership interest dies).
 - d. There is an entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his/her person or his/her estate.
 - e. A Member, without the consent of a majority of the Members: (1) makes an assignment for the benefit of creditors; (2) is adjudicated a bankrupt or insolvent; (3) files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (4) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of the nature described in this paragraph; (5) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties; or (6) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the Company.
 - f. If within one hundred twenty (120) days after the commencement of any action against a Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the action has not been dismissed and/or has not been consented to by a majority of the members.
 - g. If within ninety (90) days after the appointment, without a member's consent or acquiescence, of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the member's properties, said appointment is not vacated or within ninety (90) days after the expiration of any stay, the appointment is not vacated and/or has not been consented to by a majority of the members.
 - h. Any of the events provided in applicable code provisions that are not inconsistent with the dissociation events identified above.
- 29. <u>Effect of Termination</u>. Any terminated Member shall not be entitled to receive the fair value of his Company interest solely by virtue of his termination.

Notwithstanding the foregoing, in the event of the termination of Burns or Shaw after December 31, 2023, he shall be considered a "Dissociated Member). A Dissociated Member while no longer a member of the Company for voting and other purposes shall be entitled to continue to receive such profits and losses, to receive such distribution or distributions, and to receive such allocations of income, gain, loss, deduction, credit or similar items to which he would have been entitled if still a Member. For all other purposes, a dissociated Member shall no longer be considered a Member and shall have no rights of a Member.

ARTICLE VIII RESTRICTIONS ON TRANSFERABILITY OF COMPANY INTEREST; SET PRICE FOR COMPANY INTEREST

- 30. <u>Company Interest</u>. The Company interest is personal property. A Member has no interest in property owned by the Company.
- 31. <u>Encumbrance</u>. A Member can encumber his Company interest by a security interest or other form of collateral only with the consent of a majority of the other Members. Such consent shall only be given if the proceeds of the encumbrance are contributed to the Company to respond to a cash call of the Company.
 - 32. <u>Sale of Interest</u>. A Member can sell his Company interest only as follows:
- If a Member desires to sell his/her interest, in whole or in part, (a) he/she shall give written notice to the Company of his desire to sell all or part of his/her interest and must first offer the interest to the Company. The Company shall have the option to buy the offered interest at the then existing Set Price (defined below) as provided in this Agreement. The Company shall have thirty (30) days from the receipt of the assigning Member's notice to give the assigning Member written notice of its intention to buy all, some, or none of the offered interest. The decision to buy shall be made by a majority of the other Members. Closing on the sale shall occur within sixty (60) days from the date that the Company gives written notice of its intention to buy. The purchase price shall be paid in cash or certified funds or wired funds at closing unless the total purchase price is in excess of \$10,000.00 in which event the purchase price shall be paid in twelve (12) equal quarterly installments beginning with the date of closing, or on other terms agreeable to the Company. The installment amounts shall be computed by applying the following interest factor to the principal amount: interest compounded quarterly at the Quarterly Federal Short-Term Rate existing at closing under the Applicable Federal Rates used for purposes of Internal Revenue Code § 1 274(d), or any successor provision.
- (b) To the extent the Company does not buy the offered interest of the selling Member, the other Members in the same class (to the extent there are any) shall have the option to buy the offered interest at the Set Price on a pro rata basis based on the Members' Unit Ownership at that time. Members shall have fifteen (15) days from the

date the Company gives its written notice to the selling Member to give the selling Member notice in writing of their intention to buy all, some, or none of the offered interest. Closing on the sales shall occur within sixty (60) days from the date that the Members give written notice of their intention to buy. The purchase price from each purchasing Member shall be paid in cash or certified funds or wired funds at closing.

- (c) To the extent the Company or the Members do not buy the offered interest, the selling Member can then assign the interest to a non-member. The selling Member must close on the assignment within ninety (90) days of the date of notice to the Company. If the selling Member does not close by that time, the selling Member must again give the notice and options to the Company and the Company Members before a sale of the interest.
- (d) The selling Member must close on the assignment within ninety (90) days of the date of notice to the Company. If the selling Member does not close by that time, the selling Member must again give the notice and options to the Company and the Members before a sale of the interest.
- (e) A non-member purchaser of a member's interest cannot exercise any rights of a Member unless a majority of the non-selling Members consent to such purchaser becoming a Member. The non-member purchaser will be entitled, however, to share in such profits and losses, to receive such distributions, and to receive such allocation of income, gain, loss, deduction, credit or similar items to which the selling member would be entitled, to the extent of the interest assigned, and will be subject to calls for contributions under the terms of this Agreement. The purchaser, by purchasing the selling Member's interest, agrees to be subject to all the terms of this Agreement as if the purchaser were a Member.
- 33. Set Price. The Set Price for purposes of this Agreement shall be the price fixed by consent of a majority of the Members other than the member selling. The Set Price shall be memorialized and made a part of the Company records. The initial Set Price for each Member's interest is the amount of the Member's contribution(s) to the Company as provided above, as updated in accordance with the terms hereof. Any future changes in the Set Price by the Members shall be based upon net equity in the assets of the Company (fair market value of the assets less outstanding indebtedness), considering the most recent appraisal obtained by the Company for its assets, as may be adjusted by the Members in their discretion. The initial Set Price shall be adjusted upon demand by a Member but not more than once a year unless all Members consent. This basis for determining the Set Price shall remain in effect until changed by consent of a majority of the Members. The Members will consider revising the basis for determining the Set Price at least annually.

ARTICLE IX OBLIGATION TO SELL ON A DISSOCIATION EVENT CONCERNING A MEMBER

34. <u>Dissociation</u>. Except as otherwise provided, upon the occurrence of a Termination/Dissociation Event with respect to a Member, the Company and the remaining Members shall have the option to purchase the terminated/dissociated Member's interest at the Set Price in the same manner as provided in ARTICLE VII and as if the dissociated Member had notified the Company of his desire to sell all of his Company interest. The date the Company received the notice as provided in ARTICLE VII triggering the options shall be deemed to be the date that the Company receives actual notice of the dissociation event.

ARTICLE X DISSOLUTION

- 35. <u>Termination of Company</u>. The Company will be dissolved and its affairs must be wound up only upon the written consent of a majority of the Members.
- 36. <u>Final Distributions</u>. Upon the winding up of the Company, the assets must be distributed as follows: (a) to the Company creditors; (b) to Members in the order of the priorities provided for in Section 17 above.

ARTICLE XI TAX MATTERS

- 37. <u>Capital Accounts</u>. The Company shall maintain and report tax capital accounts shall be maintained consistent with Internal Revenue Code § 704 and the regulations thereunder.
- 38. <u>Partnership Election</u>. The Members elect that the Company be taxed as a partnership and not as an association taxable as a corporation.

ARTICLE XII RECORDS AND INFORMATION

- 39. <u>Records and Inspection</u>. The Company shall maintain at its place of business, the Articles, any amendments thereto, this Agreement, and all other Company records required to be kept by the Act, and the same shall be subject to inspection and copying at the reasonable request, and the expense, of any Member.
- 40. Obtaining Additional Information. Subject to reasonable standards, each Member may obtain from the Company from time to time upon reasonable demand for any purpose reasonably related to the Member's interest as a Member in the Company: (1) information regarding the state of the business and financial condition of the Company; (2) promptly after becoming available, a copy of the Company 's federal, state, and local income tax returns for each year; and (3) other information regarding the affairs of the Company as is just and reasonable.

ARTICLE XIII MISCELLANEOUS PROVISIONS

- 41. <u>Amendment</u>. Except as otherwise provided in this Agreement, any amendment to this Agreement may be proposed by a Member. Unless waived by the Members, the proposing Member shall submit to the Members any such proposed amendment together with an opinion of counsel as to the legality of such amendment and the recommendation of the Member as to its adoption. A proposed amendment shall become effective at such time as it has been approved in writing by a majority of the Members. This Agreement may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, except as otherwise provided in this Agreement.
- 42. <u>Applicable Law</u>. To the extent permitted by law, this Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.
- 43. <u>Pronouns, Etc.</u> References to a Member or Manager, including by use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.
- 44. <u>Counterparts</u>. This instrument may be executed in any number of counterparts each of which shall be considered an original.
- 45. Specific Performance. Each Member agrees with the other Members that the other Members would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching Members may be entitled, at law or in equity, the non-breaching Members shall be entitled to injunctive relief to prevent breaches of this Agreement and, specifically, to enforce the terms and provisions of this Agreement in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.
- 46. <u>Further Action</u>. Each Member, upon the request of the Company, agrees to perform all further acts and to execute, acknowledge and deliver any documents which may be necessary, appropriate, or desirable to carry out the provisions of this Agreement.
- 47. <u>Method of Notices</u>. All written notices required or permitted by this Agreement shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to the Company at its place of business or to a Member as set forth on the Member's signature page of this Agreement (except that any Member may from time to time give notice changing his address for that purpose), and shall be effective when personally delivered or, if mailed, on the date set forth on the receipt of registered or certified mail

- 48. <u>Facsimiles</u>. For purposes of this Agreement, any copy, facsimile, telecommunication or other reliable reproduction of a writing, transmission or signature may be substituted or used in lieu of the original writing, transmission or signature for any and all purposes for which the original writing, transmission or signature could be used, provided that such copy, facsimile telecommunication or other reproduction shall have been confirmed received by the sending Party.
- 49. <u>Computation of Time</u>. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.
- 50. Dispute Resolution. If the parties hereto are unable to resolve any disagreement hereunder or in the event a stalemate in voting cannot be resolved through direct negotiation, then the parties to the dispute shall thereupon refer the matter to JAMS, Boston, Massachusetts, who shall have no authority to impose a settlement, but instead shall assist the parties in negotiating a mutually acceptable resolution. The expenses of such mediation shall be borne in equal shares by the parties to the dispute. If the parties to the dispute fail to resolve such dispute through mediation within thirty (30) days after mediation has been elected, the dispute shall be settled by binding arbitration by a sole arbitrator appointed by JAMS Boston, which arbitration. The arbitrator selected will establish the rules for proceeding with the arbitration. The arbitrator shall have no authority to award punitive damages. The arbitrator's decision may be enforced by any court having jurisdiction thereof pursuant to Massachusetts General Laws, Chapter 251. The place of the arbitration shall be Boston, Massachusetts, or such other location as may be agreed upon by the parties to the dispute. The fees and expenses for arbitration shall be borne in equal shares by the parties to the dispute.

WHEREFORE, the Parties have executed this Agreement on the dates stated below their signatures on the attached signature page for each individual Party.

NOTICE: EACH MEMBER HEREBY CERTIFIES THAT HE OR SHE HAS RECEIVED A COPY OF THIS OPERATING AGREEMENT AND FORMATION DOCUMENT OF GREATER GOODS, LLC, A MASSACHUSETTS LIMITED LIABILITY COMPANY. EACH MEMBER REALIZES THAT AN INVESTMENT IN THIS COMPANY IS SPECULATIVE AND INVOLVES SUBSTANTIAL RISK. EACH MEMBER IS AWARE AND CONSENTS TO THE FACT THAT THE INTERESTS IN THE COMPANY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY SECURITIES ACT OF THE COMMONWEALTH OF MASSACHUSETTS. EACH MEMBER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE ARTICLES.





The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001493629

1. The exact name of the limited liability company is: GREATER GOODS, LLC

2a. Location of its principal office:

No. and Street: 599 E BROADWAY

City or Town: BOSTON State: MA Zip: 02127 Country: USA

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

No. and Street: 599 E BROADWAY

City or Town: BOSTON State: MA Zip: 02127 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:

SEEKING LICENSING FROM THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: <u>KENNETH GOLDSTEIN</u>
No. and Street: 822 BOYLSTON STREET

SUITE 300

City or Town: <u>CHESTNUT HILL</u> State: <u>MA</u> Zip: <u>02467</u> Country: <u>USA</u>

- I, <u>KENNETH GOLDSTEIN</u> 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	Address (no PO Box)	
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code	
MANAGER	ADAM BURNS	599 E BROADWAY BOSTON, MA 02127 USA	
MANAGER	JORDAN SHAW	95 BOXWOOD LANE BRIDGEWATER, MA 02324 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	Address (no PO Box)
-----------------------	---------------------

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
		to execute, acknowledge, deliver and record
any recordable instrument	purporting to affect an interest in re	al property:
Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
	,	,,,,,,,
9. Additional matters:		
SIGNED LINDER THE I	PENALTIES OF PERJURY, this 1	1 Day of March 2021
KENNETH GOLDSTEIN		1 Duy of Waren, 2021,
(The	certificate must be signed by the pe	rson forming the LLC.)
© 2001 - 2021 Commonwealth of M	assachusetts	
All Rights Reserved		

MA SOC Filing Number: 202140690530 Date: 3/11/2021 3:19:00 PM

THE COMMONWEALTH OF MASSACHUSETTS

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

March 11, 2021 03:19 PM

WILLIAM FRANCIS GALVIN

Heteram Frain Dalies

Secretary of the Commonwealth

Letter ID: L0605443264 Notice Date: September 28, 2021 Case ID: 0-001-298-710



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

<u>լիլինվիրդնուներուկյթիրիննվրոյլընննիինինինինին</u>

GREATER GOODS LLC 599 E BROADWAY BOSTON MA 02127-4404

Why did I receive this notice?

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

dud b. Cylor

Edward W. Coyle, Jr., Chief

Collections Bureau

Kenneth Goldstein was the attorney who helped with the formation of the Greater Goods LLC entity and is solely serving as resident agent, a title which carries no ownership in terms of equity or control.

9/23/2021 1:26:47 PM EDT

Signature of Agent

Date: 09/23/21

Name: Jordan Shaw

Title: President

Entity: Greater Goods LLC

Entity: Greater Goods, LLC

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

Signed under the pains and pena	alties of perjury, I,	Jordan Shaw	, an
authorized representative of	Greater Goods, LLC	certif	fy that
Greater Goods, LLC	does not currer	atly have employees	and is therefore unable
to register with the Massachuset	tts Department of Unemp	loyment Assistance	to obtain a Certificate
of Good Standing or Compliance	ee.		
9/23/2021 1:30:04 PM EDT Signature of Agent			
Date 09/23/21			
Name: Jordan Shaw			
Title: President			



72 River Park Street Needham MA 02494 617-500-1824 www.budrisk.com

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

RE: GREATER GOODS, LLC (Marijuana Microbusiness - Product Manufacturing License)

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy can be no higher than \$5,000 per occurrence. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. GREATER GOODS, LLC has purchased a bond through our brokerage with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to GREATER GOODS, LLC as soon as a bindable proposal is available.

Quadscore Insurance Services
Cannasure Insurance Services, Inc.
Next Wave Insurance Services LLC
Canopius US Insurance Company
United Specialty Insurance Company

Best Regards,

James Boynton

James Boynton
Managing Broker
MA Insurance License #1842496
jim@budrisk.com



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RE: GREATER GOODS, LLC (Marijuana Microbusiness - Tier 1 Cultivation License)

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Greater Goods 445 Myles Standish Blvd. Taunton, MA

Business Plan

Microbusiness Cultivation & Product Manufacturing



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Executive Summary

Company Name:

Greater Goods, LLC MA Secretary of the Commonwealth ID# 001493629

Facility Location:

445 Myles Standish Blvd. Taunton, MA 02780

Mission:

The mission of Greater Goods, LLC ("Greater Goods") is to operate a Microbusiness cultivation and product manufacturing facility that supplies high-quality cannabis products to licensed dispensaries and manufacturers throughout Massachusetts.

Goals:

- Establish a trusted and recognizable brand
- Set industry standards for product quality
- Serve as a model to regulatory authorities
- Stimulate local economy by employing Taunton-resident staff and vendors

Business Objectives:

- Obtain a Microbusiness cultivation and product manufacturing license from the Massachusetts Cannabis Control Commission
- Develop a trusted and recognizable product
- Review and understand the market opportunity associated with cannabis in Massachusetts
- Establish a strong network of partnerships
- Stimulate the local economy by employing local staff and vendors

The Company:

Greater Goods, LLC is a Massachusetts limited liability company that will be located at 445 Myles Standish Blvd. in Taunton, Massachusetts. The facility is a brick structure consisting of 10,417 SF, on a 2.34 acre lot. It is located in the Myles Standish Industrial Park amongst several large commercial facilities. We feel that the building is conducive to the needs of our operation as well as the needs of the community. Community

intrusion is minimal considering that we are completely separated from residential zoning.

The owners of the business are Jordan Shaw & Adam Burns. Jordan will be managing operations and the implementation of the business. The partnership was recently created based on years of work experience and trust between both members. Jordan has worked in real estate sales for 5 years within Adam's brokerage - Burns Realty & Investments. Both members are free of any criminal record or civil complaints. Both members have also achieved bachelor's degrees in engineering prior to working professionally in real estate.

Jordan has had a particular interest in cannabis cultivation since recreational legalization in Massachusetts. This has enabled him to obtain knowledge and experience in the growth process from seed to flower. Jordan also has close connections to business owners within the industry, including but not limited to a longstanding relationship with one of the owners of ARL Healthcare, which recently opened "Panacea Wellness", which is Middleboro's first medical and recreational marijuana dispensary. Jordan also has a close friend who owns and operates "Swell Cultivation", which is a cannabis cultivation facility in Portland, Maine. Both relationships have offered guidance and insight along his path in cultivation.

Adam has extensive experience in real estate development and business investments. This has made him knowledgeable in other aspects including construction, zoning, accounting, legal compliance, and business management. He also has the financial capability to jumpstart this business and create our foundation for growth.

We intend to strive for optimum quality in our product through diligent cultivation methods. Precautionary efforts will be made to avoid any form of infestation or contamination which would affect the health of our consumers. We will not be cutting any corners in regards to quality control and safety procedures. Our design for the facility is intended to maximize our output within the limits of the Microbusiness. The design contains a 1:2 ratio of canopy to free space for storage, offices, restrooms, kitchen, workspace, and utilities. The design will be critiqued and approved by a licensed architect and engineer. Closing on the facility is pending, contingent upon receiving the Microbusiness license.

Products & Services

Initially, Greater Goods intends to cultivate and produce the flower form of cannabis. This is to be sold wholesale to licensed cannabis operators in the Massachusetts market. Trim from each harvest will also be packaged and sold to our wholesale clients. Eventually, we would like to explore other avenues of production including pre-rolls, edibles, distillate, etc. This would only occur after Phase 1 - establishing our client base and distribution channel for cannabis flower.

We have identified our phenotypes for each strain option. Our design consists of four separate rooms for the flowering phase. Each of these rooms will contain two strains, providing our clients with eight total strain options. Four of which will be sativa dominant, high THC genetics. The other four will be indica dominant, low-mid THC genetics. Our flower rooms cycle perpetual harvests every two weeks, allowing a consistent flow of new flavors for our clients.

Market Analysis

National Market

According to a recent poll by the Pew Research Center, public support for legalizing marijuana is on the rise. In 1969, only 12% of Americans were in favor of a regulated market. In 2000, that number rose to 31%, and, today, 62% of American voters, including 74% of millennials, support the end of cannabis prohibition. Although the U.S. Federal Government still classifies cannabis as a Schedule I Controlled Substance, they have taken a more hands-off approach to marijuana regulation at the state level.

Today, 33 states have legalized medical marijuana, with 11 (and the District of Columbia) of these states also legalizing recreational adult-use. These States include:

Alaska Illinois Nevada
California Maine Oregon
Colorado Massachusetts Vermont
D.C. Michigan Washington

According to Wall Street estimates, the U.S. projects as the largest cannabis market in the world. Sales are set to more than quintuple from the \$8 billion recorded in 2018 to an estimated \$41 billion by 2025.

Massachusetts Market

On November 8, 2016, 1.7 million Massachusetts' voters approved Question 4, the ballot initiative that would end marijuana prohibition for recreational adult-use. Cannabis sales began on November 20, 2018, when two licensed retail shops opened their doors to customers. The CCC reported that these shops generated \$2.2 million worth of marijuana sales in the first 5 days of operation, and \$9.3 million during the first month.

In Colorado, the most established and regulated adult-use market in the United States, cannabis sales per resident averaged \$272/yr, in 2018. Projecting that figure onto Massachusetts' 6.9 million person population, and considering the fact that Massachusetts has nearly a million more residents, with an increased earning value 8.45%, forecasts the Massachusetts' market will generate upwards of \$1.37 billion in 2025.

As of today, the CCC has issued 28 retail licenses and 17 product manufacturing licenses, all of which are supplied by 17 cultivation facilities. In 2017, cultivators in Colorado harvested 340.7 metric tons of cannabis flowers, with demand totaling 301.7 metric tons. Comparing the 1.3 million Coloradoans who voted in favor of cannabis legalization and the 1.7 million Massachusetts' residents who supported the initiative, it can be estimated that supply figures will need to reflect those represented in the Colorado market, which evidences a need for more quality licensed cultivators in Massachusetts to ensure supply meets demand.

Financial Summary

Adam Burns is providing the start-up funding for Greater Goods. This includes all start-up materials and initial staffing & utility expenses (pre-revenue). His LLC - Boston Pinnacle Properties is purchasing the building and leasing it to Greater Goods. After four months of operation, the business will begin generating revenue.

For our financial analysis, we are using conservative numbers to be cautious. Although the market standard per unit in Massachusetts is \$3,800 - \$4,800, we used \$3,500/lb for the initial projections. We used \$1,500/lb for trim. The design consists of 4,565 SF of canopy space, in which 2,825 SF is designated to flowering canopy. We're projecting an output of 2 lbs per 5'x5' LED fixture, per harvest. With each flowering room harvesting five times annually, this will accumulate to a total of 94.17 lbs on a monthly basis. In terms of gross revenues, this equates to \$328,256 per month for flower, and \$14,068

per month for trim (with trim consisting of 10% weight of all flower). This output should be maintained by a small group of loyal clients.

Marketing & Strategy

The marketing of cannabis and related products is governed by strict rules and regulations as it is still considered a Schedule I drug under Federal law and legislators want to avoid encouraging the use by minors.

All major online media platforms, including Google, Facebook, and Twitter all have policies that prohibit the marketing of "illegal drugs". Greater Goods will adhere to all guidelines and will not market in any way that jeopardizes the public health, welfare, or safety of the general public or promote use to anyone under the age of 21.

Greater Goods understands the importance of developing a collaborative relationship with the people and businesses of Taunton, and we plan to promote our products and establish our brand directly, using two fundamental marketing principles: event marketing, relationship marketing, and online presence.

Location

Greater Goods has executed a Letter of Intent with Boston Pinnacle Properties for the property located at 445 Myles Standish Blvd. This agreement states that Lease execution will occur within 5 days of receipt of Provisional Licensure.

Design Objectives & Projected Floor Plan

Our floor plan can be provided upon demand if needed. After extensive design consideration, we were able to maximize our canopy space within the limits of the Microbusiness license, while allowing sufficient space for storage, labor, and functionality. The following is a general overview of our design -

Upon entry into the lobby, the staff and any visitors will be required to check in through our security desk. This L-shaped desk is directly in front of a large window (one-way), which overlooks our trimming space. The facility's manager has an office next door.

As you proceed past the security desk you will enter an area with two 5' wide corridors, separating each of the grow rooms. This allows space for carting plants, nutrients, etc from one room to the other. In total, there are 4 flower rooms, 2 vegetative rooms, 1 mother room, a nursery, cloning room, dry room, and curing room. The following shows the organization of our total canopy area -

61.88% Flower 25.6% Vegatative 10.7% Mother Plants 1.8% Nursery

A large majority of SF in each grow room will consist of canopy. We are utilizing steel rolling benches which allow for only a single 24" walk-way for the entire room. This walk-way will be shifted during pruning for easy access to each row of plants. There is also a 4' spacing at the entry of each grow room, allowing space for a table & 250 gallon reservoir & pump for our drip irrigation system.

There are 5 total entry & exit points to the building, with one garage door for stocking supplies. Towards our north entry there is a kitchen & dining area for employees. Other space also includes - 2 storage/ packaging rooms, men's/women's restrooms, and 4 storage closets. There are parking spots along the east and south side of the building. In the south lot, there are two buildings in place for the generator and the diesel fuel tank.

Hours of Operation

The main hours of operation at the facility will occur during "daylight" time in our grow rooms. For the flower rooms, lights are to be on from 9am - 9pm. These will be the main hours of operation for the staff, although vegetative rooms will remain lit from 9am - 3am. Growers and trimmers will operate within the 9-9 window, with most hours landing between 9am - 5pm. There are to be three full-time security officers on payroll, working one at a time. Security is present between the 9am - 3am window. Between 3am - 9am the facility will be closed with active cameras and motion sensors.

Staff Structure

Our staff is to start small with the intention of expanding with the business. As our demand increases, the staff will scale up accordingly. The following chart outlines our initial staff and payroll -

Payroll				
Job Position	Qty.	Hourly Income	Annual Income	Total Annual
Master Grower	Initially the Director	0	N/A	N/A
Security	3	\$30.00	\$46,800	\$150,000.00
Janitorial	0	\$20.00	\$25,000.00	\$-
Trimmers (20 hr/ wk)	8	\$17.50	\$18,200	\$145,600.00
Packaging/ Delivery	0	\$20.00	\$25,000.00	\$-
Junior Growers (Avg. 30-70K)	3	\$20.00	\$41,600.00	\$124,800.00
			Annual Total	\$(420,400.00)

Interviewing & Background Checks

Our employees will be selected carefully through our screening process. We will advertise for open positions through forums like Indeed and LinkedIn. We intend to conduct professional interviews requesting the following details from applicants -

- · Prior experience
- Criminal history

- Other work-related history
- · Future goals for themselves and our company
- · Knowledge of each applicable task for their position
- Reasons for applying with us

Upon completion of the interview, and after we make an offer of employment, every prospective employee will undergo a background check by the Cannabis Control Commission prior to being authorized to hold a Marijuana Establishment Agent registration card for our facility. All employees that touch cannabis will be required to attend annual Responsible Vendor Training programs to meet the Cannabis Control Commission's regulatory requirements.

RESTRICTING ACCESS TO AGE 21 OR OLDER

Greater Goods, LLC ("Greater Goods" or "the Company") is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission's (the "Commission") regulations at 935 CMR 500.105(1)(p). This regulation states that written operating procedures for the Company shall include "[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old."

- A. COMPLIANCE WITH 935 CMR 500.105(1)(p)
 - The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company's Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company's Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).
- B. SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company's Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:
 - 1. The Company will only employ marijuana establishment agents, as defined by the Commission's definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.
 - 2. The Company will only allow visitors, age twenty-one (21) or older, at the Company's facilities. The Company defines visitors in accordance with the Commission's definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company's facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:
 - a. A validly issued driver's license;
 - c. A government-issued identification card;
 - d. A government-issued passport; and
 - e. A United States-issued military identification card.

QUALITY CONTROL AND TESTING

Pursuant to 935 CMR 500.160, Greater Goods, LLC ("Greater Goods" or "the Company") will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Marijuana, Marijuana Products, and Marijuana-infused Products, as amended in November 2016 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides.

Pursuant to 935 CMR 500.130(4)(a), Greater Goods shall retain all records of purchases from any manufacturer or supplier of any ingredient, additive, device, component part or other materials obtained by the Product Manufacturer in relation to the manufacturing of Marijuana Vaporizer Devices and such records shall be made available to the Commission on request. Greater Goods will make objectively reasonable efforts to identify and maintain records of the name and business address of the manufacturer of any cartridge, battery, atomizer coil, hardware or other component of Marijuana Vaporizer Products manufactured by the Licensee. Further, Greater Goods will, on request by the Commission, identify the materials used in the device's atomizer coil (e.g., titanium, titanium alloy, quartz, copper, nichrome, kanthal, or other specified material) or state if such information cannot be reasonably ascertained in accordance with 935 CMR 500.130(4)(b). In addition, a copy of the Certificate of Analysis for each thickening agent, thinning agent or terpene infused or incorporated into a Marijuana Vaporizer Device during production will be retained by Greater Goods and provided as a part of a wholesale transaction with any Marijuana Retailer or MTC, and will provide the recipient with the information insert as established in 935 CMR 500.130(4)(c).

Greater Goods shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by Greater Goods for at least one year in accordance with 935 CMR 500.160(5). All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to Greater Goods by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Greater Goods shall never sell or market adult-use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Greater Goods's policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All Greater Goods staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. Greater Goods will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

Greater Goods's Director of Compliance will provide quality control oversight over all marijuana products purchased from wholesale suppliers and sold to licensed adult-use cannabis retail establishments

within the Commonwealth of Massachusetts. All Greater Goods staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including marijuana product quality, facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the Director of Compliance, including measures taken, if necessary, to contain and dispose of unsafe products. The Director of Compliance will closely monitor product quality and consistency, and ensure expired products are removed and disposed.

Pursuant to 935 CMR 500.130(9), Greater Goods will provide a quality control sample of marijuana flower to its employees for the purpose of ensuring product quality and determining whether to make the product available to consumers. Such quality control samples will not be consumed by Greater Goods staff on the premises, be sold to another licensee or consumer, and will be tested in accordance with 935 CMR 500.160. All quality control samples provided to Greater Goods staff will be assigned a sequential alphanumeric identifier and entered into the Seed-to-Sale SOR in a manner determined by the Commission, and will be designated as a "Quality Control Sample." All quality control samples will have a label affixed to them in accordance with 935 CMR 500.130(9)(e), Upon providing a quality control sample to Greater Goods staff, Greater Goods will record the reduction in quantity of the total weight or item under the alphanumeric sequence associated with the quality control sample, the date and time the sample was given to the employee, the agent registration number of the employee receiving the sample, and the name of the employee.

All Greater Goods staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(3)(b)(2). All phases of product manufacturing will take place in a limited access area. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination, in compliance with 935 CMR 500.105(3)(b)(9). In accordance with 935 CMR 500.105(3)(a), Greater Goods will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

- 1. Well cured and generally free of seeds and stems;
- 2. Free of dirt, sand, debris, and other foreign matter;
- 3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
- 4. Prepared and handled on food -grade stainless steel tables; and
- 5. Packaged in a secure area

Greater Goods management and inventory staff will continuously monitor quality assurance of marijuana products and processes, and prevent and/or mitigate any deficiencies, contamination, or other issues which could harm product safety.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow Greater Goods procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests, pursuant to 935 CMR 500.105(12) and 935 CMR

500.105(3)(b)(5).

Pursuant to 935 CMR 500.105(11)(a)-(e), Greater Goods shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR500.105 and 500.110. Greater Goods will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. Greater Goods storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The Greater Goods storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

Greater Goods will ensure all toxic items are identified, held, and stored in a manner that protects against contamination of marijuana, in accordance with 935 CMR 500.105(3)(b)(10). Pursuant to 935 CMR 500.105(3)(b)(15), storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

All testing results will be maintained by Greater Goods for no less than one year in accordance with 935 CMR 500.160(3).

Pursuant to 935 CMR 500.160(11), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

Greater Goods shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary, in accordance with 935 CMR 500.160(2).

Greater Goods shall provide its employees with adequate, readily accessible toilet facilities, in accordance with 935 CMR 500.105(3)(b)(13).

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Greater Goods, LLC ("Greater Goods" or "the Company") has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. Greater Goods shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(3)(a), Greater Goods is providing these personnel policies, including background check policies, for its Marijuana Establishment that will be located in.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that Greater Goods determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. Greater Goods strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or client.

In accordance with 935 CMR 500.105(1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, Greater Goods has and follows a set of detailed written operating procedures for each location. Greater Goods has developed and will follow a set of such operating procedures for each facility. Greater Goods's operating procedures shall include, but are not necessarily limited to the following:

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- (d) Storage of marijuana in compliance with 935 CMR 500.105(11);
- (e) Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- (f) Procedures to ensure accurate record-keeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- (g) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- (h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (i) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (j) Alcohol, smoke, and drug-free workplace policies;
- (k) A plan describing how confidential information will be maintained;
- (l) A policy for the immediate dismissal of any marijuana establishment agent who has:
 - 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - 2. Engaged in unsafe practices with regard to operation of the Marijuana

- Establishment, which shall be reported to the Commission; or
- 3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another jurisdiction.
- (m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)
- (m) Requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- (n) Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s), to be available upon inspection.
- (o) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- (p) Policies and procedures for energy efficiency and conservation that shall include:
 - 1. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - 2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - 3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - 4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- (q) Policies and procedures to promote workplace safety consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq., including the general duty clause under 29 U.S.C. § 654, whereby Greater Goods:
 - 1. shall furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees;
 - 2. shall comply with occupational safety and health standards promulgated under this act. Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct. All current and updated regulations and references at 29 CFR Parts 1903, 1904, 1910, 1915, 1917, 1918, 1926, 1928 and 1977 are incorporated by reference, and applicable to all places of employment covered by 935 CMR 500.000.

In accordance with 935 CMR 500.105(2), all of Greater Goods's current owners, managers and employees that are involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program, and once designated a "Responsible Vendor". Once a marijuana establishment is designated a Responsible Vendor, all of Greater Goods's agents that are involved in the handling and sale of marijuana for adult use will successfully complete the Basic Core Curriculum within 90 days of hire. This program shall then be completed at a minimum of eight (8) hours by Greater Goods's agents annually, with the exception for agents classified as Administrative Employees, may participate in the Responsible Vendor Training Program on a voluntary basis. Greater Goods shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b)(4)(g).

Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including spotting and confiscating fraudulent ID; and key state and local laws.

All employees of Greater Goods will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by Greater Goods and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

- 1. At a minimum, marijuana establishment agents shall receive a total of eight hours of training annually. The eight-hour total training requirement shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent.
- 2. A minimum of four hours of training shall be from responsible vendor training program courses established under 935 CMR 500.105(2)(b). Any additional RVT hours over the four-hour RVT requirement may count toward the eight-hour total training requirement.
- 3. Non-RVT training may be conducted in-house by the Marijuana Establishment or by a third-party vendor engaged by the Greater Goods. Basic on-the-job training Greater Goods provides in the ordinary course of business may be counted toward the eight-hour total training requirement
- 4. Agents responsible for tracking and entering product into the Seed-to-sale SOR shall receive training in a form and manner determined by the Commission. At a minimum, staff shall receive eight hours of on-going training annually.
- 5. Greater Goods shall maintain records of compliance with all training requirements noted above. Such records shall be maintained for four years and Greater Goods shall make such records available for inspection on request.

In accordance with 935 CMR 500.105(9), General Operational Requirements for Marijuana Establishments, Record Keeping, Greater Goods's personnel records will be available for inspection by the Commission, upon request. Greater Goods's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following Greater Goods personnel records:

- 1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- 2. A personnel record for each of Greater Goods's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Greater Goods and shall include, at a minimum, the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references;
 - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed Responsible Vendor Training Program and in-house training for

Greater Goods agents required under 935 CMR 105(2).

- 3. A staffing plan that will demonstrate accessible business hours and safe conditions;
- 4. Personnel policies and procedures, including at a minimum, the following:
 - a. Code of Ethics;
 - b. Whistle-blower policy.
- 5. All background check reports obtained in accordance with M.G.L. c. 6 §172, 935 CMR 500.030.

Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. Greater Goods understands that in the event that Greater Goods were to close, all records will be kept for at least two years at the expense of Greater Goods and in a form and location acceptable to the commission.

RECORD KEEPING PROCEDURES

Greater Goods, LLC ("Greater Goods" or "the Company") records shall be available to the Cannabis Control Commission ("CCC") upon request pursuant to 935 CMR 500.105(9). Greater Goods shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with Greater Goods, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.105(9)(f), as required under 935 CMR 500.105(12). Greater Goods shall keep these waste records for at least three years, in accordance with 935 CMR 500.105(12).

PERSONNEL RECORDS

Pursuant to 935 CMR 500.105(9)(d), the following personnel records shall be maintained:

- 1. Job description for each agent;
- 2. A personnel record for each agent;
- 3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- 4. Personnel policies and procedures; and
- 5. All background check reports obtained in accordance with 935 CMR 500.030

BUSINESS RECORDS

In accordance with 935 CMR 500.105(9)(e), the following business records shall be maintained:

- 1. Assets and liabilities:
- 2. Monetary transactions;
- 3. Books of accounts:
- 4. sales records; and
- 5. Salary and wages paid to each employee.

VISITOR LOG

Greater Goods will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper identification and be logged in and out; that log shall be available for inspection by the Commission at all times.

REAL-TIME INVENTORY RECORDS

Greater Goods will maintain real-time inventory records, including at minimum, an inventory of all marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8)(c) and 935 CMR 500.105(8)(d). Real-time inventory records may be accessed via METRC, the Commonwealth's seed-to-sale tracking software of record. Greater Goods will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

MANIFESTS

Greater Goods will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(13)(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent's (LME) name, address, and registration number; the names and registration number of the marijuana establishment agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination LME name, address, and registration number; a description of marijuana products being transported, including the weight and form or type of product; the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; and the vehicle make, model, and license plate number. Greater Goods will maintain records of all manifests.

INCIDENT REPORTS

Greater Goods will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(9). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

Greater Goods shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified. Greater Goods shall maintain all documentation relating to an incident for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

TRANSPORTATION LOGS

In the event that Greater Goods operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.105(13). Greater Goods shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

SECURITY AUDITS

Greater Goods will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(10). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to Greater Goods's security system, Greater Goods will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

CONFIDENTIAL RECORDS

Greater Goods will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(1). All confidential hard copy records will be stored in lockable filing cabinets within the Director of Compliance's Office. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at Greater Goods' sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

MAINTAINING OF FINANCIAL RECORDS

Greater Goods, LLC ("Greater Goods" or "the Company") policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends 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.

Furthermore, Greater Goods will implement the following policies for Recording Sales:

- (a) Greater Goods will utilize a point-of-sale ("POS") system approved by the Commission, in consultation with the Massachusetts Department of Revenue ("DOR").
- (b) Greater Goods may also utilize a sales recording module approved by the DOR.
- (c) Greater Goods will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) Greater Goods will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Greater Goods will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Greater Goods determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. it will immediately disclose the information to the Commission;
 - ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) Greater Goods will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) Greater Goods will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) Greater Goods will allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.

Following the closure of Greater Goods, all records will be kept for at least two years, at Greater Goods's sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Greater Goods shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.130.

OUALIFICATIONS AND TRAINING

Greater Goods, LLC ("Greater Goods" or "the Company") shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete the minimum training requirements prior to performing job functions. Marijuana establishment agents will receive a total of eight hours of training that will be tailored to the role and responsibilities of the job function at Greater Goods. Marijuana establishment agents will be trained for one week before acting as an agent. At a minimum, marijuana establishment agents shall receive a total of eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with Greater Goods. Each department manager will provide orientation for agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2)(b)(1), all current marijuana establishment agents of Greater Goods involved in the handling and sale of marijuana at the time of licensure or licensure renewal, will successfully complete Responsible Vendor Training ("RVT") Program, and be designated a "responsible vendor." In accordance with 935 CMR 500.105(2)(b)(1)(a-c), a marijuana establishment agent at Greater Goods will be enrolled in the Basic Core Curriculum of the RVT program, and successfully complete this program within 90 days of hire. Upon the completion of the Basic Core Curriculum, the marijuana establishment agent will be eligible to enroll in the Advance Core Curriculum if Greater Goods deems appropriate. Administrative employees at Greater Goods, that do not handle or sell marijuana, may voluntarily participate in the four-hour RVT requirement, but may take a Responsible Vendor Training Program.

Greater Goods will comply with 935 CMR 500.105(2)(b)(3) by requiring all marijuana establishment agents who have completed the Basic Core Curriculum, and are involved in the handling and sale of marijuana enroll in and complete the four-hour RVT requirement annually. This will ensure that Greater Goods maintains its designation as a Responsible Vendor.

Greater Goods shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(a)(5). Responsible vendor training shall include: dmarijuana's effects on the human body; diversion prevention and prevention of sales to minors; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID along with spotting and confiscating fraudulent ID; and key state and local laws.

All of Greater Goods's employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All Greater Goods employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(2). All registered agents of Greater Goods shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in marijuana establishment agents' files. Greater Goods shall retain all training records for at least four (4) years as required by 935 CMR 500.105(2)(a)(5). All marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.

Energy Compliance Plan

Greater Goods LLC ("Greater Goods" or the "Company") will work with our architect and engineer to identify as many energy saving strategies as possible. In addition, Greater Goods will implement, as much as is feasible, the following energy saving strategies:

- Increasing or adding insulation.
- Installing 'smart' thermostats to identify periods where heating/cooling loads can be reduced
- Installing LED lighting
- Ensuring that the restrooms use low flow toilets and sinks.
- Coordinating with the HVAC contractor to identify any energy saving opportunities.
- Evaluating the efficacy of switching the kitchen(s) in the space to on-demand hot water heaters.
- Installing Photovoltaic panels
- Increase daylight into work areas
- Minimize night work
- Source raw materials only from suppliers that also implement energy saving measures
- Install bike racks to encourage bike use by employees
- Sustainable packaging of products
- Recycling

In the future, any replacements or upgrades of heating/cooling, lighting, and plumbing will include energy efficiency as part of its criteria for evaluation.

Greater Goods will investigate rooftop solar arrays to generate electricity, and rooftop solar hot water to provide both hot water and heat for the space.

Greater Goods acknowledges that if a Provisional License is issued, Greater Goods, at the Architectural Review stage, will submit further information to demonstrate actual consideration of energy reduction opportunities, use of renewable energy and renewable energy generation, including a list of opportunities that were considered and information that demonstrates actual engagement with energy efficiency programs and any financial incentives received. This information will include whether opportunities are being implemented, will be implemented at a later date, or are not planned to be implemented.

Greater Goods will also include a summary of information that was considered to make the decision (i.e. costs, available incentives, and bill savings). Greater Goods will engage in either a Mass Save audit or coordinate with our local municipal electric company to conduct an audit, which will be included in the summary.

As part of our written operating procedures we will conduct an annual energy audit and request regular meetings with our municipal utilities to identify energy efficiency programs, incentives, opportunities, and areas for Greater Goods to optimize its energy usage.

Greater Goods is committed to considering how to optimally use energy early in the facility design process and continually assess new opportunities for reduced energy usage and costs. Greater Goods will use best management practices to reduce energy and water usage, engage in energy consideration, and mitigate other environmental impacts.

Greater Goods will meet all applicable environmental laws and regulations; receive permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, as a requirement of obtaining a final license.

DIVERSITY PLAN

Greater Goods, LLC ("Greater Goods" or the "Company") is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make Greater Goods a leader and champion of diversity, both locally and throughout the broader Massachusetts cannabis industry.

Town Specific Data - Taunton is a city in Bristol County Massachusetts. With a 2020 population of 57,662 it is the 19th largest city in Massachusetts. The median age in Taunton is 39.6 years old. According to the most recent ACS, the racial composition of Taunton was: 79.87% white, 8.8% Black or African American, 5.41% other race and 1.85% Asian. 52.27% of the population is Female and 47.73% are Male.

Greater Goods's commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/Metrics as stated below, and adjusted as needed if necessary:

Goal One:

Achieve at least the following goals for our staffing needs from individuals from the following groups:

- Veterans 10%
- People with Disabilities 10%
- o LGBTQ+ 10%
- Women 50%
- o Minorities 20%

Programs to Achieve Diversity Goal One:

- Increase diversity of the make-up of our staff by actively seeking out people who are members of the groups listed in Goal One, through both in-house hiring initiatives and annual advertisements in the *Daily Taunton Gazette* at least once a year and as frequently as needed as staffing needs dictate.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

Metrics and Measurements for Diversity Goal One:

Greater Goods shall evaluate its personnel files on a semi-annual basis to determine how many
employees are members of the groups listed in Goal One occupy positions within the company
and that number shall be divided by Greater Goods's total staffing at its facility to determine the
percentage achieved.

<u>Goal Two:</u> Provide education to 100% of employees on issues including the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.

Programs to Achieve Diversity Goal Two:

Provide an on-site interactive workshop, once a year at Greater Goods's Establishment at a date
and time determined by Greater Goods management. These workshops would cover such topics
as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an

- inclusive work atmosphere.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

Metrics and Measurements for Diversity Goal Two:

- Greater Goods will track the number of employees who attend the annual workshop in order to determine their progress towards Diversity Goal Two.
- Qualitative Metrics: Greater Goods will perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of Greater Goods's strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years' results to allow Greater Goods to adjust our programs in the event that our goals are not being achieved.

Our goals are objectively reasonable.

Greater Goods's staffing goals at our Establishment are objectively reasonable because of the facts (the demographics listed in the paragraph above) and our ability to advertise job positions in the *Daily Taunton Gazette*.

Greater Goods acknowledges that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

Greater Goods 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.

Greater Goods acknowledges that any actions taken, or programs instituted will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.