



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR285191
Original Issued Date: 03/26/2025
Issued Date: 03/26/2025
Expiration Date: 03/26/2026

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Green Meadows Farm, LLC

Phone Number: 508-909-5880
Email Address: chris@greenmeadows.com

Business Address 1: 239 Boston Post Road West
Business City: Marlborough Business State: MA Business Zip Code: 01752

Mailing Address 1: 64 Mill Street
Mailing City: Southbridge Mailing State: MA Mailing Zip Code: 01550

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: Green Meadows Farm, LLC
Department of Public Health RMD Registration Number: RMD3633, RMD1626
Operational and Registration Status: Obtained Final Certificate of Registration and is open for business in Massachusetts
To your knowledge, is the existing RMD certificate of registration in good standing?: yes
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 2.75 Percentage Of Control: 2.75
Role: Board Member Other Role: Chief Executive Officer; Manager; a Manager of Reya Ventures, LLC

First Name: Robert Last Name: Patton 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: 7.67 Percentage Of Control: 7.67

Role: Executive / Officer Other Role: Chief Operating Officer

First Name: Christian Last Name: Zawacki 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 3

Percentage Of Ownership: 6.71 Percentage Of Control: 6.71

Role: Board Member Other Role: Manager at Reya Ventures, LLC

First Name: Thomas Last Name: Zawacki 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 4

Percentage Of Ownership: 3.35 Percentage Of Control: 3.35

Role: Executive / Officer Other Role: Chief Marketing Officer; Manager; Manager of Reya Ventures, LLC

First Name: Robert Last Name: Patton Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 Percentage of Ownership: 100

Entity Legal Name: Reya Ventures, LLC Entity DBA: DBA City:

Entity Description: Massachusetts limited liability company

Foreign Subsidiary Narrative:

Entity Phone: 508-909-5881 Entity Email: chris@greenmeadows.com Entity Website:

Entity Address 1: 64 Mill Street Entity Address 2:

Entity City: Southbridge Entity State: MA Entity Zip Code: 01550

Entity Mailing Address 1: 64 Mill Street Entity Mailing Address 2:

Entity Mailing City: Southbridge Entity Mailing State: MA Entity Mailing Zip Code: 01550

Relationship Description: Reya Ventures is the investment holding company for Green Meadows Farm, LLC. A change of ownership of Green Meadows Farm, LLC., from Robert Patton to Reya Ventures, LLC was approved by the Commission on March 5, 2020.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Robert

Last Name: Patton

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

Individual 1

First Name: Robert

Last Name: Patton

Suffix:

Marijuana Establishment Name: Green Meadows Farm, LLC.

Business Type: Marijuana Retailer

Marijuana Establishment City: Southbridge

Marijuana Establishment State: MA

Individual 2

First Name: Robert

Last Name: Patton

Suffix:

Marijuana Establishment Name: Green Meadows Farm, LLC.

Business Type: Marijuana Cultivator

Marijuana Establishment City: Southbridge

Marijuana Establishment State: MA

Individual 3

First Name: Robert

Last Name: Patton

Suffix:

Marijuana Establishment Name: Green Meadows Farm, LLC.

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Southbridge

Marijuana Establishment State: MA

Individual 4

First Name: Robert

Last Name: Patton

Suffix:

Marijuana Establishment Name: Green Meadows Farm, LLC.

Business Type: Marijuana Retailer

Marijuana Establishment City: Fitchburg

Marijuana Establishment State: MA

Individual 5

First Name: Christian

Last Name: Zawacki

Suffix:

Marijuana Establishment Name: Meadows Farm, LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Southbridge

Marijuana Establishment State: MA

Individual 6

First Name: Christian

Last Name: Zawacki

Suffix:

Marijuana Establishment Name: Green Meadows Farm, LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Southbridge

Marijuana Establishment State: MA

Individual 7

First Name: Christian

Last Name: Zawacki

Suffix:

Marijuana Establishment Name: Green Meadows Farm, LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Southbridge

Marijuana Establishment State: MA

Individual 8

Date generated: 04/03/2025

Approximate square footage of the establishment: 2844

How many abutters does this property have?: 3

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	660ac713d4cf61000808d9cb	04/01/2024
Executed HCA	HCA MB x GMF_Executed July 2024.pdf	pdf	669ee2f363faa90009fa4d3f	07/22/2024
Community Outreach Meeting Documentation	MR285191 COM Attestation_signed.pdf	pdf	66df027794e8b800085d25da	09/09/2024

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Green Meadows PIP-MRN285191_Revised 11.07.24.pdf	pdf	672e1ba12491660008555229	11/08/2024

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Board Member Other Role:
First Name: Robert Last Name: Patton Suffix:
RMD Association: RMD Owner
Background Question: no

Individual Background Information 2

Role: Executive / Officer Other Role:
First Name: Christian Last Name: Zawacki Suffix:
RMD Association: RMD Owner
Background Question: no

Individual Background Information 3

Role: Executive / Officer Other Role:
First Name: Robert Last Name: Patton Suffix:
RMD Association: RMD Owner
Background Question: no

Individual Background Information 4

Role: Owner / Partner Other Role:

First Name: Thomas Last Name: Zawacki Suffix:

RMD Association: RMD Owner

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company

Other Role: Investment Company

Entity Legal Name: Reya Ventures, LLC

Entity DBA:

Entity Description: Massachusetts Limited Liability Company

Phone: 508-909-5880

Email: chris@greenmeadows.com

Primary Business Address 1: 64 Mill Street

Primary Business Address 2:

Primary Business City: Southbridge

Primary Business State: MA

Principal Business Zip

Code: 01550

Additional Information: Reya Ventures, LLC is the sole Member of Green Meadows Farm, LLC. A Change of Ownership, with Reya Ventures, LLC. as the new owner, approved by the Commission on 3/5/2020.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	COG DOR_Exp 8-12-24.pdf	pdf	6679b4e634e0e3000792b6ea	06/24/2024
Department of Unemployment Assistance - Certificate of Good standing	COG DUA_Exp 8-10-24.pdf	pdf	6679b4eff801a70008a5b86a	06/24/2024
Secretary of Commonwealth - Certificate of Good Standing	COG SOS_Exp 8-15-24 (Gets Mailed).pdf	pdf	6679b4f9f801a70008a5b8a8	06/24/2024
Articles of Organization	Articles of Organization.pdf	pdf	6679b50134e0e3000792b76f	06/24/2024
Bylaws	Bylaws-REYA [Operating Agreement].pdf	pdf	6679b52b34e0e3000792b7e8	06/24/2024

No documents uploaded

Massachusetts Business Identification Number: 001311857

Doing-Business-As Name:

DBA Registration City: Southbridge

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Marlboro Business Plan 2025.pdf	pdf	6679c347f801a70008a5ebd7	06/24/2024
Plan for Liability Insurance	MEMO Plan to Obtain Liability Ins.pdf	pdf	6679c37734e0e3000792e6bd	06/24/2024
Proposed Timeline	Marlborough Proposed timeline rev 10.3.24.pdf	pdf	670034727eba6a00080927ab	10/04/2024

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	2300 Plan to Obtain MJ New License.pdf	pdf	6679bb17f801a70008a5cbe8	06/24/2024
Record Keeping procedures	0200 Recordkeeping Policy.pdf	pdf	668d937cf801a70008b59876	07/09/2024
Maintaining of financial records	0210 Maintenance of Financial Records Policy.pdf	pdf	668d938334e0e30007a2cc0a	07/09/2024
Security plan	0300 Security Policies.pdf	pdf	668d938df801a70008b5988a	07/09/2024
Security plan	0322 GMF Limited Access Area (LAA) Matrix - Marlboro MA.pdf	pdf	668d93a9f801a70008b598c1	07/09/2024
Transportation of marijuana	0400 Transportation Procedures.pdf	pdf	668d93b134e0e30007a2cc66	07/09/2024
Prevention of diversion	0600 Plan for Prevention of Diversion.pdf	pdf	668d93baf801a70008b598ea	07/09/2024
Personnel policies including background checks	0760 Personnel Policies Including Background Checks.pdf	pdf	668d93c334e0e30007a2cc7a	07/09/2024
Qualifications and training	0770 Qualifications and Training.pdf	pdf	668d93c9f801a70008b598fe	07/09/2024
Dispensing procedures	0900 Retail Sales Policy.pdf	pdf	668d94bb34e0e30007a2ceb0	07/09/2024
Inventory procedures	1200 Inventory Procedures.pdf	pdf	668d94d9f801a70008b59abc	07/09/2024
Storage of marijuana	1300 Storage of Marijuana and Dispensing Procedures.pdf	pdf	668d94e3f801a70008b59ae5	07/09/2024
Energy Compliance Plan	1420 Energy Efficiency and Conservation Policies.pdf	pdf	668d94e9f801a70008b59af9	07/09/2024
Quality control and testing	1600 Quality Control and Testing.pdf	pdf	668d94f0f801a70008b59b0d	07/09/2024
Separating recreational from medical operations, if applicable	2000 Plan for Separating Adult Use from Medical Operations.pdf	pdf	668d94f7f801a70008b59b4c	07/09/2024
Transportation of marijuana	Delivery Memo_No plan to deliver.pdf	pdf	668d956d34e0e30007a2cf5a	07/09/2024
Inventory procedures	Unique Identifying Marks for Branding 2024.pdf	pdf	66df117bcfa6590008db64de	09/09/2024
Separating recreational from medical operations, if applicable	MEMO_Proposed Colocated ME MTC Location.pdf	pdf	66df1ae2cfa6590008db7ec6	09/09/2024
Restricting Access to age 21 and older	0310 Policy for Restricting Access to Age 21 and Older.pdf	pdf	66df1ae8cfa6590008db7eda	09/09/2024
Diversity plan	Green Meadows Diversity Plan rev3.1.pdf	pdf	670597395fdc620008d03ad9	10/08/2024

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

I Agree

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 8:00 PM
Tuesday From: 10:00 AM	Tuesday To: 8:00 PM
Wednesday From: 10:00 AM	Wednesday To: 8:00 PM
Thursday From: 10:00 AM	Thursday To: 8:00 PM
Friday From: 10:00 AM	Friday To: 8:00 PM
Saturday From: 10:00 AM	Saturday To: 8:00 PM
Sunday From: 10:00 AM	Sunday To: 8:00 PM



PLAN TO REMAIN COMPLIANT WITH LOCAL BYLAWS AND REGULATIONS

Green Meadows Farm, LLC (“Green Meadows”) will remain compliant at all times with the local bylaws, regulations and codes applicable to Green Meadows’ proposed Adult-Use Marijuana Establishment (AUME) located at 239 Boston Post Road West in the City of Marlborough.

In accordance with state regulations and City of Marlborough Zoning Bylaws, Green Meadows’ proposed AUME located at 239 Boston Post Road West is not located within 500 feet of a public or private pre-school, primary or secondary school, dance or gymnastics school, martial arts school, licensed day care center, public library, playground, athletic field, or any other facility or recreational area where children commonly congregate in an organized ongoing formal basis.

As required by Zoning Bylaws, Green Meadows has plans to obtain Special Permitting and Site Plan Approval from the City of Marlborough, which is designated as the Special Permit Granting Authority for AUMEs.

Green Meadows will also apply for a Building Permit from the City of Marlborough Building Department prior to commencing construction, as well as obtain a Certificate of Occupancy prior to commencing operations. In addition, Green Meadows will apply for any other local permits, approvals, registrations or certificates that are required to site and operate an AUME at the proposed location, and will comply with all conditions and standards set forth in any required local permit or approval.

Green Meadows will continue to work cooperatively with various Marlborough departments, boards, and officials to ensure that the AUME is compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- 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:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



ATTACHMENT A –
NEWSPAPER PUBLIC
NOTICE

LEGAL NOTICES

Scan QR code for rate information or to email your legal notice.



MARLBOROUGH

RE: LEGAL NOTICE OF A COMMUNITY OUTREACH MEETING REGARDING A MARIJUANA ESTABLISHMENT

Green Meadows Farm, LLC ("Green Meadows") hereby provides notice that a Community Outreach Meeting for a proposed Marijuana Establishment in Marlborough, MA is scheduled for 6:00 PM EST on Tuesday, July 16, 2024 at the Marlborough City Library in the Marion Room.

The proposed Marijuana Establishment will be an Adult -Use Marijuana Retail Establishment located at 239 Boston Post Road West, Marlborough 01752.

The purpose of the meeting is to inform community members of Marlborough about any impact to their community due to the opening of the Marijuana Establishment. Marlborough Community members and members of the public are encouraged to attend to ask questions and receive answers from representatives of Green Meadows.

Questions may be submitted in advance to hr@greenmeadows.com.

If you have any questions regarding this notice or the Community Outreach Meeting please contact us at hr@greenmeadows.com.

Regards,
Chris Zawacki
CEO, Green Meadows

WESTBOROUGH

LEGAL NOTICE OF PUBLIC HEARING
NOTICE OF INTENT
WESTBOROUGH, MA

In accordance with the Massachusetts Wetlands Protection Act, MGL Chapter 131, Section 40, and the Westborough Wetlands Protection Bylaw, the Conservation Commission will conduct a Public Hearing to be held on **Tuesday, July 9, 2024 after 6:30 PM** at the Forbes Municipal Building, 3rd Fl meeting room, 45 West Main Street, Westborough, MA, for a Notice of Intent for **East Main St. Stream (Parcel ID: 21-55A-0, 21-56-0, 21-224-0, 22-24-0) filed by Town of Westborough Dept. Of Public Works** for proposed stream maintenance including dredging, to improve the function of nearby drainage systems within jurisdictional resource areas.

LEGAL NOTICE OF PUBLIC HEARING
REQUEST TO AMEND
WESTBOROUGH, MA

In accordance with the Massachusetts Wetlands Protection Act, MGL Chapter 131, Section 40, and the Westborough Wetlands Protection Bylaw, the Conservation Commission will conduct a Public Hearing to be held on **Tuesday, July 9, 2024 after 6:30 PM** at the Forbes Municipal Building, 3rd Fl meeting room, 45 West Main Street, Westborough, MA, for a **Request to Amend an Order of Conditions with DEP File #332-924 for 66 Otis St (Parcel ID: 25-4-0) submitted by 19th Hole Realty c/o William Oliveria** for the construction of an additional parking area and free standing cooler within jurisdictional resource areas.

LEGAL NOTICE OF PUBLIC HEARING
NOTICE OF INTENT
WESTBOROUGH, MA

In accordance with the Massachusetts Wetlands Protection Act, MGL Chapter 131, Section 40, and the Westborough Wetlands Protection Bylaw, the Conservation Commission will conduct a Public Hearing to be held on **Tuesday, July 9, 2024 after 6:30 PM** at the Forbes Municipal Building, 3rd Fl meeting room, 45 West

Main Street, Westborough, MA, for a Notice of Intent for **Cedar Swamp (Parcel ID: 21-206-0, 21-207-0, 21-208-0, 21-209-0, 22-1-0, 22-2-0, 22-6-0, 22-9-0, 22-10-0, 22-11-0, 22-12-0, 22-15-0, 22-26-0, 22-27-0, 22-27A-0, 23-2-0, 23-3-0, 23-4-0, 23-6-0, 23-8-0, 23-9-0, 23-10-0, 23-21-0) filed by Town of Westborough Dept. Of Public Works** for proposed removal of beaver dam and lodge within jurisdictional resource areas.

WORCESTER

PUBLIC NOTICE

Notice is hereby given pursuant to the provision of M.G.L. c.255 Section 39A that on July 17, 2024, the following vehicles will be sold at a private sale to satisfy our garage keeper's lien thereof for towing, storage & notices of sale. To be sold at Belsito Auto 245 SW Cutoff Worcester MA.

2012 Nissan Frontier
VIN #1N6AD0E80CC242999

2010 Subaru Legacy
VIN #4S3BMB6A1A3235020

1999 Ford F-150
VIN #1FTZX1726XNA66498

2011 BMW 5 Series
VIN #WBAFU7C58BC779404

2013 Ford Focus
VIN #1FADP3F28DL274614

2002 Ford Focus SVT
VIN #3FAHP39562R233985

2004 Toyota Camry
VIN #4T1BE32K34U265161

2014 Honda Civic
VIN #2HGFB6E5XE703363

2004 Chevy Silverado
VIN #2GCEK19T831279890

SOUTHBOROUGH

Notice is hereby given by **Ted's of FAYVILLE, 300 Turnpike Road., Southborough, MA 01772**, pursuant to the provisions of G.L. c. 255, section 39A, that on **Wednesday July 10, 2024 at 10 am** an auction sale on the web based site of <http://sta.ibidsmart.com> the following motor vehicles will be sold to satisfy our garage keeper's lien thereon for storage, towing charges, care and expenses of notices and sale of said vehicles. Starting **July 1, 2024 at 9 am**, vehicles can be viewed at <http://sta.ibidsmart.com>.

This is not an absolute auction we reserve the right to set a minimum on all auction vehicles. If a particular vehicle is not listed on <http://sta.ibidsmart.com> call **508-485-0503** for bidding instructions.

2008 BMW 328i
VIN: WBAVA33588FV66683
Owned by Robert Noonan

2009 Volkswagon Jetta
VIN: 3VVRZ71K19M019461
Owned by Fredrick A Bodenrader

2013 Toyota Rav4
VIN: JTMRFREV9DD024293
Owned by Alexander John Richards

2004 Subaru Forester
VIN: JF1SG65624H763381
Owned by Joshua Gattereau

2007 Nissan Sentra
VIN: 3N1AB61E67L711133
Owned by ATL Express Auto

2001 Subaru Forester
VIN: JF1SF63501H748273
Owned by Sheila Baker Doolin
Codie James M Hendee

2016 Honda HR-V
VIN: 3CZR06H54GM750405
Owned by Dana M Torres

2012 Jeep Wrangler
VIN: 1C4BJWDG9CL157528
Owned by Mark A Wolters

2018 Toyota Corolla
VIN: 2T1BURHE9JC973595
Owned by Jacek J Mogielnicki

2002 Nissan Altima
VIN: 1N4AL11DX2C122584
Owned by Peter Wojtyna Jr

2003 Chevrolet Express
VIN: 1GCFG15X431186500
Owned by Nyakonga J Umumbu
David D Akasa

HUDSON

NOTICE OF PUBLIC HEARING
Petition #ZVR-24-1

Notice is hereby given of a Public Hearing to be held by the Hudson Zoning Board of Appeals on **Thursday, July 11, 2024, at 7:00 p.m.** Pursuant to Chapter 2 of the Acts of 2023 extending the remote meeting provisions of March 12, 2020, Executive Order suspending certain provisions of the Open Meeting Law, this meeting of the Hudson Zoning Board of Appeals will be conducted via remote participation. Specific information for remote participation will be included on the agenda.

At this time the Board of Appeals will hear the request of CC Homes, LLC, c/o Isaac Low, requesting a Variance for the upgrading of the access driveway & parking area to meet Town requirements to the maximum possible compliance. The existing access driveway has a width of approximately thirteen (13) feet and a slope of 17% from the edge of the street pavement to the upper-level parking area. The proposed driveway will have a width of twenty-two (22) feet and a slope of 11% with the use of a grading & driveway easement on the abutting property (also owned by the applicant) pursuant to Sections 8.1.4.2 and 8.1.4.6 of the Town of Hudson Protective Zoning By-Laws. The subject property is located at **53 Manning Street** in the R15 Single Family Zoning District, Assessor's Map 19, Parcels 261. The Board may consider any action deemed necessary relative to the subject petition.

All petition materials are available for review in the Town Clerk's Office during regular business hours, on the Town of Hudson website at <https://go.boarddocs.com/ma/hudson/ma/Board.nsf/goto?open&id=D55QRL6A8A49> and can be requested by calling (978) 562-2989 or by sending an email to kevangelisti@townofhudson.org.

Jason Mauro, Chair
Hudson Zoning Board of Appeals

LEGAL PUBLIC HEARING NOTICE

The Hudson Conservation Commission will hold a Public Hearing relative to the following filing under the Wetlands Protection Act (M.G.L. Chapter 131, Section 40) as requested by David St. Angelo. The owner of the property is David St. Angelo. The work is located at **4 Quail Lane** (Map-Parcel 4-137). The proposed project is construction of a pool in Riverfront Area and Buffer Zone. The Public Hearing will be held via remote video conference on July 11, 2024 at 7:00 pm. Please contact the Conservation Commission Office for information on joining the meeting: phlinek@townofhudson.org or 978-562-2948.

All interested parties are urged to attend. The application can be obtained through email by contacting the Conservation Commission Office.

LEGAL PUBLIC HEARING NOTICE

The Hudson Conservation Commission will hold a Public Hearing relative to the following filing under the Wetlands Protection Act (M.G.L. Chapter 131, Section 40) as requested by Ron Aspero. The owner of the property is Paul Carney. The work is located at **314 Brigham Street** (Map-Parcel-Lot 72-15-6). The proposed project is construction of a house in Buffer Zone to Bordering Vegetated Wetlands. The Public Hearing will be held via remote video conference on July 11, 2024 at 7:00 pm. Please contact the Conservation Commission Office for information on joining the meeting: phlinek@townofhudson.org or 978-562-2948.

All interested parties are urged to attend. The application can be obtained through email by contacting the Conservation Commission Office.

Call 508.366.5500 to advertise your legal notice

Legal notices are also available online at www.masspublishers.org

SHREWSBURY

SHREWSBURY PLANNING BOARD
SHREWSBURY, MASSACHUSETTS
LEGAL NOTICE

The Shrewsbury Planning Board will hold a public hearing on **Thursday evening, July 11, 2024 at 7:00 PM**, in the Select-board's Hearing Room at the Richard D. Carney Municipal Office Building, 100 Maple Avenue, to hear the application of Benjamin Keller, 6 Maple Ave, Shrewsbury, MA 01545, for Special Permits and Site Plan Approval by the Planning Board as required by the Town of Shrewsbury Zoning Bylaw Section VII.F.3, to construct a three story mixed-use commercial / residential building. The Special Permits are required by the Town of Shrewsbury Zoning Bylaw Section VII U.4 Town Center District - Front yard Setback, Section VII U.4 Maximum Building Height, and Section VII U.5.l.(j) Digital Message Board as shown on plans entitled, "Proposed Mixed Use Commercial Building," dated May 30, 2024; prepared by CMG 67 Hall Road, Sturbridge, MA 01560; stamped by David T. Faist, P.E., consisting of eighteen(18) pages. The subject project is located at 6 Maple Avenue, southern of Main Street and north of Maple Ave. and consists in whole or in part of Shrewsbury Assessor's Tax Plate 22, Plot 137000.

A copy of the application, plans, and reports may be seen in the Office of the Planning and Economic Development Department at the Richard D. Carney Municipal Office Building, 100 Maple Avenue, Shrewsbury, MA, and on the Planning Board website at www.shrewsburyma.gov/ongoing-projects.

SHREWSBURY PLANNING BOARD
Julie Holstrom, Clerk

LEGAL NOTICE

The Shrewsbury Planning Board will hold a public hearing on **Thursday evening, July 11, 2024 at 7:00 PM**, in the Select-board's Hearing Room at the Richard D. Carney Municipal Office Building, 100 Maple Avenue, to hear the application of B&M Affordable Construction, 46 Deerfield Road, Shrewsbury, MA 01545, for Special Permit and Site Plan Approval by the Planning Board as required by the Town of Shrewsbury Zoning Bylaw Section VII.F.3, and Section VI. Table I to construct a duplex as shown on plans entitled, "422 S. Quinsigamond Ave.," dated March 27, 2024; prepared by Land Design Collaborative 45 Lyman Street, Westborough 01581; stamped by Michael J. Scott, P.E., consisting of five (5) pages. The subject project is located at 422 S. Quinsigamond Ave, southerly of S. Quinsigamond Ave and Northwest of Lake Street and consists in whole or in part of Shrewsbury Assessor's Tax Plate 52, Plot 054000.

A copy of the application, plans, and reports may be seen in the Office of the Planning and Economic Development Department at the Richard D. Carney Municipal Office Building, 100 Maple Avenue, Shrewsbury, MA, and on the Planning Board website at www.shrewsburyma.gov/ongoing-projects.

SHREWSBURY PLANNING BOARD
Julie Holstrom, Clerk

TOWN OF SHREWSBURY
ZONING BOARD OF APPEALS

PUBLIC HEARINGS

RICHARD D. CARNEY MUNICIPAL OFFICE BUILDING
100 MAPLE AVENUE
SHREWSBURY, MA

July 17, 2024 6:30 PM
To hear the appeal of Jason St. Pierre 21 Grafton Street, Shrewsbury, Massachusetts 01545, for a Variance to the Shrewsbury Zoning Bylaw Section VI-Table I to convert a single family dwelling with an in-law unit to a two family dwelling upon property located at 34 Elma Circle in the Residence B-1 zoning district. The subject premise is described on the Shrewsbury Assessor's Tax Plate 21 Plot 206000.
June 7, 2024 and June 14, 2024

July 17, 2024 6:30 PM
To hear the appeal of Sujat Sukthankar of 13 Morningside Drive, Shrewsbury, MA 01545, for a Special Permit to the Shrewsbury Zoning Bylaw Section IV.B(1) to demolish and rebuild a pre-existing non-conforming single family dwelling and three Variances to the Shrewsbury Zoning Bylaw Section VII.C-Table III for the side yard setback of one foot and nine tenths inches (1.9') where ten (10') feet is required and the front yard setback of eighteen and three tenths inches (18.3') where thirty (30') feet is required and one foot and nine tenths inches (1.9') from the principal dwelling where ten feet (10') is required for a new carport upon property located at 23 Bay View Drive in the B-2 zoning district. The subject premise is described on the Shrewsbury Assessor's Tax Plate 57 Plot 027000.

July 17, 2024 6:30 PM
To hear the appeal of Donald Stowe of 209 N. Quinsigamond Avenue, Shrewsbury, MA 01545, for a Special Permit to the Shrewsbury Zoning Bylaw Section IV.B(1) to demolish a pre-existing non-conforming dwelling and rebuild a single family dwelling that does not increase the nonconformity upon property located at 209 N. Quinsigamond Ave in the Rural B zoning district. The subject premise is described on the Shrewsbury Assessor's Tax Plate 25 Plot 007000.

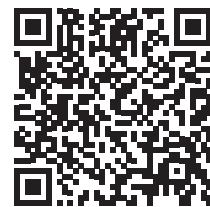
Peter C. Mulcahy, Clerk

An application for 401 Water Quality Certification is pending before the Department of Environmental Protection for the National Grid Line 313/343/O141/P142 Asset Condition Refurbishment and Access Road Improvement Project by New England Power Company located in Shrewsbury for electrical transmission line improvements. Additional information may be obtained from Erin Whoriskey Cahill, 170 Data Drive Waltham, MA 02451, (774)364-3445. Written Comments should be addressed to: MassDEP-Central Regional Office- Worcester, Division of Wetlands and Waterways, 8 New Bond Street, Worcester, MA 01606 within twenty-one days of this notice. Any group of ten persons, any aggrieved person, or any governmental body or private organization with a mandate to protect the environment who submits written comments may appeal the Department's Certification. Failure to submit written comments before the end of the public comment period may result in the waiver of any right to an adjudicatory hearing.

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We can help you
save time and money
while offering a wide
distribution of your
notice



Scan this
QR code to
email your
legal notice.

If you have any questions call 508-366-5500

ATTACHMENT B –
TOWN CLERK PUBLIC
NOTICE

greenmeadows



June 28, 2024

To whom it may concern,

RE: LEGAL NOTICE OF A COMMUNITY OUTREACH MEETING REGARDING A MARIJUANA ESTABLISHMENT

Green Meadows Farm, LLC (“Green Meadows”) hereby provides notice that a Community Outreach Meeting for a proposed Marijuana Establishment in Marlborough, MA is scheduled for 6:00 PM EST on Tuesday, July 16, 2024 at the Marlborough City Library in the Marion Room.

The proposed Marijuana Establishment will be an Adult -Use Marijuana Retail Establishment located at 239 Boston Post Road West, Marlborough 01752.

The purpose of the meeting is to inform community members of Marlborough about any impact to their community due to the opening of the Marijuana Establishment. Marlborough Community members and members of the public are encouraged to attend to ask questions and receive answers from representatives of Green Meadows.

Questions may be submitted in advance to hr@greenmeadows.com.

If you have any questions regarding this notice or the Community Outreach Meeting please contact us at hr@greenmeadows.com.

Regards,

Chris Zawacki

CEO, Green Meadows

Gwen Vito

From: City Council <citycouncil@marlborough-ma.gov>
Sent: Friday, June 21, 2024 11:10 AM
To: Chris Zawacki; Katlyn LeBold; Karen Boule
Cc: Gwen Vito
Subject: Re: Public Notice for Green Meadows Community Outreach Meeting

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Received and thanks.
Karen

Get [Outlook for iOS](#)

From: Chris Zawacki <chris@greenmeadows.com>
Sent: Friday, June 21, 2024 10:02:41 AM
To: Katlyn LeBold <klebold@marlborough-ma.gov>; Karen Boule <kboule@marlborough-ma.gov>
Cc: Gwen Vito <GVito@greenmeadows.com>
Subject: Public Notice for Green Meadows Community Outreach Meeting

Hi Karen, Katlyn

Attached, please find the public notice for the forthcoming Community Outreach Meeting for the pending Green Meadows Cannabis Dispensary. The notice will appear in the Community Advocate on Friday, June 28th. The meeting is set for Tuesday, July 16th at 6pm at the Marlborough Public Library in the Marion Room.

We are working toward building out our Cannabis Dispensary at 239 Boston Post Road West and, with this notice, are meeting the requirements of the Cannabis Control Commission found in their regulations sections 935 CMR 500.101(1), 500.101(2).

This is for your reference and files, no other action items at this time. Any questions, please let me know. Have a great weekend!

Chris Zawacki
CEO



Southbridge | Fitchburg
C: 646-469-5001
www.greenmeadows.com

ATTACHMENT C –
ABUTTERS NOTICE

greenmeadows



June 28, 2024

To whom it may concern,

RE: LEGAL NOTICE OF A COMMUNITY OUTREACH MEETING REGARDING A MARIJUANA ESTABLISHMENT

Green Meadows Farm, LLC (“Green Meadows”) hereby provides notice that a Community Outreach Meeting for a proposed Marijuana Establishment in Marlborough, MA is scheduled for 6:00 PM EST on Tuesday, July 16, 2024 at the Marlborough City Library in the Marion Room.

The proposed Marijuana Establishment will be an Adult -Use Marijuana Retail Establishment located at 239 Boston Post Road West, Marlborough 01752.

The purpose of the meeting is to inform community members of Marlborough about any impact to their community due to the opening of the Marijuana Establishment. Marlborough Community members and members of the public are encouraged to attend to ask questions and receive answers from representatives of Green Meadows.

Questions may be submitted in advance to hr@greenmeadows.com.

If you have any questions regarding this notice or the Community Outreach Meeting please contact us at hr@greenmeadows.com.

Regards,

Chris Zawacki

CEO, Green Meadows

GREEN MEADOWS FARM,LLC
64 MILL STREET
1ST FLOOR
SOUTHBRIDGE ,MA ,01550



GREEN MEADOWS FARM,LLC
64 MILL STREET
1ST FLOOR
SOUTHBRIDGE ,MA ,01550



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SOUTHBRIDGE ,MA ,01550



GREEN MEADOWS FARM,LLC
64 MILL STREET
1ST FLOOR
SOUTHBRIDGE ,MA ,01550



[Redacted]
MARLBOROUGH, MA, 01752

UNITED STATES POSTAL SERVICE.

BRACUT
54 BROADWAY 30
BRACUT, MA 01826-9996
(800)275-8777

07/02/2024 03:27 PM

Product	Qty	Unit Price	Price
Happy Birthday	10	\$0.68	\$6.80
Grand Total:			\$6.80

Debit Card Receipt
 Card Name: VISA
 Account #: 10000000000002814
 Approval #: 122872
 Transaction #: 905
 Receipt #: 042556
 Debit Card Purchase: \$6.80
 AID: A0000000960840 Contactless
 AL: US DEBIT

Preview your Mail
 Track your Packages
 Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
 Refunds for guaranteed services only.
 Thank you for your business.

Tell us about your experience.
 Go to: <https://postalexperience.com/Pos>
 or scan this code with your mobile device.



or call 1-800-410-7420.

UFN: 241877-0826
 Receipt #: 840-50180123-2-6348613-1
 Clerk: 05



GREEN MEADOWS: STATEMENT OF PURPOSE

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

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

To support these populations, Green Meadows Farm has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created numerous goals and priorities.

Goals:

1. Provide business assets (time, and finances) to support organizations who are working to help local communities and individuals in geographic areas of disproportionate impact; and
2. Be an accelerator for generational wealth building opportunities for individuals in the Commission-designated Social Equity Program.

Programs:

1. Habitat for Humanity - Habitat for Humanity supports local communities and individuals by providing services such as home cleanup, home repairs, neighborhood revitalization, and mentoring low-income groups on home ownership. Volunteer opportunities are available throughout Massachusetts including geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact. Serving specific areas close to Green Meadows and Areas of Disproportionate impact as specified by the Commission, include but are not limited to, Worcester, Springfield, W. Springfield, and Pittsfield. Green

Meadows will focus our volunteer or sponsorship/donation efforts within these communities. Volunteer, donation, and sponsorship opportunities are regularly being added or completed.

Specific census tracts that Green Meadows Farm, LLC will focus on impacting in Springfield and Worcester are:

Worcester Census Tracts

Full Census Tract Name	6 Digit Tract	Unemployment (%)
Census Tract 7302, Worcester County, Massachusetts	730200	10.1
Census Tract 7305, Worcester County, Massachusetts	730500	10.3
Census Tract 7310.02, Worcester County, Massachusetts	731002	10.7
Census Tract 7312.03, Worcester County, Massachusetts	731203	17.6
Census Tract 7312.04, Worcester County, Massachusetts	731204	13.2
Census Tract 7313, Worcester County, Massachusetts	731300	9.9
Census Tract 7314, Worcester County, Massachusetts	731400	16.0
Census Tract 7315, Worcester County, Massachusetts	731500	9.8
Census Tract 7317, Worcester County, Massachusetts	731700	17.0
Census Tract 7318, Worcester County, Massachusetts	731800	11.3
Census Tract 7320.01, Worcester County, Massachusetts	732001	18.4
Census Tract 7323.02, Worcester County, Massachusetts	732302	10.0
Census Tract 7324, Worcester County, Massachusetts	732400	16.2
Census Tract 7327, Worcester County, Massachusetts	732700	21.0
Census Tract 7330, Worcester County, Massachusetts	733000	9.3

Springfield Census Tracts

Full Census Tract Name	6 Digit Tract	Unemployment (%)
Census Tract 8001.02, Hampden County, Massachusetts	800102	14.8
Census Tract 8005, Hampden County, Massachusetts	800500	14.8
Census Tract 8006, Hampden County, Massachusetts	800600	29.1
Census Tract 8007, Hampden County, Massachusetts	800700	21.4
Census Tract 8008, Hampden County, Massachusetts	800800	31.0
Census Tract 8009, Hampden County, Massachusetts	800900	21.7
Census Tract 8011.01, Hampden County, Massachusetts	801101	22.4
Census Tract 8014.01, Hampden County, Massachusetts	801401	15.0
Census Tract 8018, Hampden County, Massachusetts	801800	23.3
Census Tract 8019.02, Hampden County, Massachusetts	801902	21.6
Census Tract 8020, Hampden County, Massachusetts	802000	18.3
Census Tract 8022, Hampden County, Massachusetts	802200	18.0
Census Tract 8023, Hampden County, Massachusetts	802300	18.5

2. Cannabis Social Equity Trust Fund - The Cannabis Social Equity Trust Fund was established by MGL Chapter 94G: Section 14A to encourage the full participation in the state's regulated marijuana industry of entrepreneurs from communities that have been disproportionately harmed by marijuana prohibition and enforcement. The fund is administered by the EOED in consultation with the Cannabis Social Equity Advisory Board. Members of the Advisory Board are appointed by the state Governor, Attorney General and Treasurer and consist of individuals with experience advocating on behalf of communities that have been disproportionately harmed by marijuana prohibition and enforcement. EOED is responsible for the selection of recipients, grant or loan values, and conditions for such grants or loans. As soon as an approved donation process/site is provided, Green Meadows will commit to a donation of \$250.

Metrics

The following Metrics will be managed and maintained by the Green Meadows HR and will be collected and/or evaluated at least quarterly, and whenever deemed necessary to ensure we are meeting or exceeding our plan goals. Metrics tracked will include the following:

1. Number of employees volunteered with the amount of time that was volunteered. Any amount donated to the locations designated by Habitat for Humanity that received the donated funds. Any and all dates, locations, and names of the sponsorship events attended and sponsored for Habitat for Humanity. Green Meadows will collect and retain documentation to support its success.
2. Green Meadows will collect and retain all financial donations provided to the Cannabis Social Equity Trust Fund.

ACKNOWLEDGEMENTS

The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500 and 501.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. 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.

APPENDIX A

Letter of Partnership Acceptance

greenmeadows



To: Laura Cash, Human Resources Manager, Green

Meadows Farm From: Habitat for Humanity, North Central

Massachusetts

RE: Participation

Confirmation Date:

March 10, 2023

Please accept this letter as affirmation and acceptance of Green Meadow Farms as a supporting member of the Habitat for Humanity, North Central Massachusetts. We are accepting all current and future gifts of volunteering time and financial support to our program whose purpose is to support the building of homes, communities and hope for those in needs. Veterans are a specific group that we support. We look forward to your participation.

Kind Regards,

A handwritten signature in black ink, appearing to read 'Diana Sinkus'.

Diana Sinkus
Habitat for Humanity
NCM Outreach
Coordinator

Green Meadows Farm, LLC
64 Mill Street
Southbridge, MA 01550
www.greenmeadows.com
info@greenmeadows.com



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GREEN MEADOWS FARM, LLC
64 MILL ST STE 1
SOUTHBRIDGE MA 01550-0017

Why did I receive this notice?

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

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

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

What if I have questions?

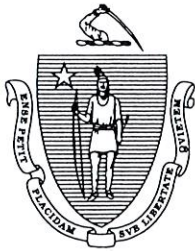
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

May 16, 2024

TO WHOM IT MAY CONCERN:

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

GREEN MEADOWS FARM, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 6, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; 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: **ROBERT H. PATTON**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ROBERT H. PATTON, CHRISTIAN M ZAWACKI**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ROBERT H. PATTON**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in cursive script that reads "William Francis Galvin".

Secretary of the Commonwealth





The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001311857

1. The exact name of the limited liability company is: GREEN MEADOWS FARM, LLC

2a. Location of its principal office:

No. and Street: 656 ASBURY STREET
 City or Town: SOUTH HAMILTON State: MA Zip: 01982 Country: USA

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

No. and Street: 656 ASBURY STREET
 City or Town: SOUTH HAMILTON State: MA Zip: 01982 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:

ANY LAWFUL BUSINESS FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ROBERT H. PATTON
 No. and Street: 656 ASBURY STREET
 City or Town: SOUTH HAMILTON State: MA Zip: 01982 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ROBERT H. PATTON	656 ASBURY STREET SOUTH HAMILTON, MA 01982 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ROBERT H. PATTON	656 ASBURY STREET SOUTH HAMILTON, MA 01982 USA

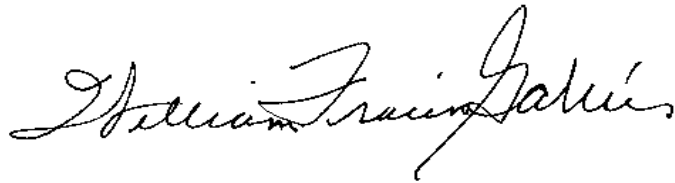
9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of February, 2018,
ROBERT H. PATTON
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

February 06, 2018 08:01 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**OPERATING AGREEMENT
OF
GREEN MEADOWS FARM, LLC**

This Operating Agreement (the “**Agreement**”) of Green Meadows Farm, LLC (the “**Company**”), effective as of February 6, 2018 (the “**Effective Date**”), is entered into by and between the Company and Robert H. Patton, as the single member of the Company (the “**Member**”).

RECITALS

WHEREAS, the Company was formed as a limited liability company on February 6, 2018 by the filing of a certificate of organization (“**Certificate of Organization**”) with the Secretary of the Commonwealth of Massachusetts pursuant to and in accordance with the Massachusetts Limited Liability Act, as amended from time to time (the “**MLLCA**”); and

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth in this Agreement.

NOW, THEREFORE, the Member and the Company agree as follows:

Section 1 Name. The name of the Company is Green Meadows Farm, LLC.

Section 2 Purpose. The general character of the Company is to engage in the operation of a business pursuant to St. 2012, ch. 369, G.L. c. 94G, G.L. c. 94I, all as amended or replaced, and all regulations and applicable local laws promulgated pursuant thereto (the “**Cannabis Code**”), together with any and all other lawful acts or activities for which limited liability companies may be formed under the MLLCA and to engage in any and all necessary or incidental activities.

Section 3 Powers. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the MLLCA.

Section 4 Principal Office; Registered Agent.

(a) Principal Office. The location of the principal office of the Company shall be 656 Asbury Street, South Hamilton, MA 01982, or such other location as the Member may designate.

(b) Registered Agent. The registered agent of the Company for service of process in the Commonwealth of Massachusetts and the registered office of the Company in the Commonwealth of Massachusetts shall be that person and location reflected in the Certificate of Organization. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Board shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

RHP

Section 5 Members.

(a) Initial Member. The Member owns one hundred percent (100%) of the membership interests of the Company. The name and the business, residence, or mailing address of the Member are as follows:

Robert H. Patton
656 Asbury Street
South Hamilton, MA 01982

(b) Transfer of Interest. The Member may only transfer his interest in the Company, in whole or in part, if the proposed transferee is eligible to be admitted as a member of the Company pursuant to Section 5(c) hereof. Any purported transfer of the Member's interest to a person or entity that is not qualified to be admitted as an additional Member shall be null and void.

(c) Additional Members. One (1) or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement or adopt a new company agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary. Further, a new Member may be admitted into the Company only if the new Member is qualified under the Cannabis Code to have an ownership or permitted economic interest in a marijuana business as evidenced by written determination by the Massachusetts Department of Public Health or the Cannabis Control Commission, as the case may be, (the "**Cannabis Regulatory Body**") or determination by legal counsel to the Company sufficient in the judgment of the Member.

(d) Membership Interests; Certificates. The Company will not issue any certificates to evidence ownership of the membership interests.

Section 6 Management.

(a) Management of the Company. The operations and affairs of the Company shall be managed by a board of managers (each a "Manager" and together the "Board"). The Board shall be comprised of up to three (3) Managers, who shall each be appointed by the Member. Any action taken by the Board shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Board as set forth in this Agreement. The Board shall have all rights and powers of managers under the MLLCA, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement. Notwithstanding the foregoing, in the event that any Manager becomes ineligible under the Cannabis Code or by determination of the Cannabis Regulatory Body to serve as a Manager of the Company, such Manager shall immediately cease to be a Manager of the Company.

NHP.

Unless otherwise specified herein, any determination, election, or decision to be made by the Board hereunder shall be made by a majority of the Board.

(b) Election of Officers; Delegation of Authority. The Board may, from time to time, designate one (1) or more officers with such titles as may be designated by the Board to act in the name of the Company with such authority as may be delegated to such officers by the Board (each such designated person, an “**Officer**”). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Board. Any action taken by an Officer designated by the Board pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her. Notwithstanding the foregoing, any appointment of an Officer shall not be effective if the person purportedly appointed as such Officer is not qualified under the Cannabis Code to be an officer of a marijuana business. In the event that any Officer becomes ineligible under the Cannabis Code or pursuant to a determination by the Cannabis Regulatory Body to serve as an Officer of the Company, such Officer shall immediately cease to be an Officer of the Company.

Section 7 Liability of Member, Managers, and Officers; Indemnification.

(a) Liability of Member, Managers, and Officers. Except as otherwise required in the MLLCA, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member, the Managers, and the Officers shall not be personally liable for any such debt, obligation or liability of the Company solely by reason of being or acting as a member, manager, or officer of the Company.

(b) Indemnification. To the fullest extent permitted under the MLLCA, the Member, Managers, and Officers (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim or expense (including attorneys’ fees) whatsoever incurred by the Member, Managers, and Officers relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member, Managers, or Officers on behalf of the Company; provided, however, that any indemnity under this Section 7(b) shall be provided out of and to the extent of Company assets only, and neither the Member, Managers, of Officers nor any other person shall have any personal liability on account thereof.

Section 8 Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 12.

Section 9 Capital Contributions. The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member from time to time, or loan funds to the Company, as the Member may determine in its sole and absolute discretion; provided, that absent such determination, Member is under no obligation whatsoever, either express or implied, to make any such contribution or loan to the Company.

Section 10 Tax Status; Income and Deductions.

(a) Tax Status. As long as the Company has only one (1) member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company, the Board, nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed to preserve the Company's tax status as a disregarded entity.

(b) Income and Deductions. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

Section 11 Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Board, subject to the obligations of the Company and applicable law. Notwithstanding the foregoing, the Board shall make quarterly distributions to the Member in an amount equal to the Members quarterly estimated taxes due in connection with the Member's membership interest in the Company, which shall be estimated in good faith by the Board.

Section 12 Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Board or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 43 of the MLLCA, unless the Company's existence is continued pursuant to the MLLCA.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Board shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member and the Board under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner, which sales, to the extent permitted by and subject to applicable laws, shall first be offered to the Members), and the assets of the Company or the proceeds therefrom shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.

(d) Upon the completion of the winding up of the Company, the Member shall file the Certificate of Cancellation in accordance with the MLLCA.

Section 13 Miscellaneous.

(a) Amendments. Amendments to this Agreement may be made only with the written consent of the Board.

(b) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of law.

(c) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

Section 14 Advisement of Counsel. THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

[Signature Page to Follow]

MAR

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first written above.


The Company:
Green Meadows Farm, LLC

By: 

Name: Robert H. Patton

Title: Manager

The Member:
Robert H. Patton





greenmeadows

Retail Business Plan
2025 - Marlboro

One Team, One Root

Green Meadows Why

Why are we in business?



MISSION: to improve lives through the power of cannabis

CAUSE: to improve the lives of our veterans

2023- 2024 Transformation

Period of Change for Our Industry



- **Cannabis Industry Faced Many Challenges**
 - Oversupply has impacted pricing
 - Intoxicating hemp and the black market present significant challenges
 - Regulations have changed for:
 - HCA oversight
 - Two driver rule for transport

2023-2024 Transformation

Industry Growth and Saturation



- 74 new retailers opened last year
- 325 total dispensaries
- 125 cultivators
- 1 cultivator for every 2.5 dispensaries; saturation driving prices down

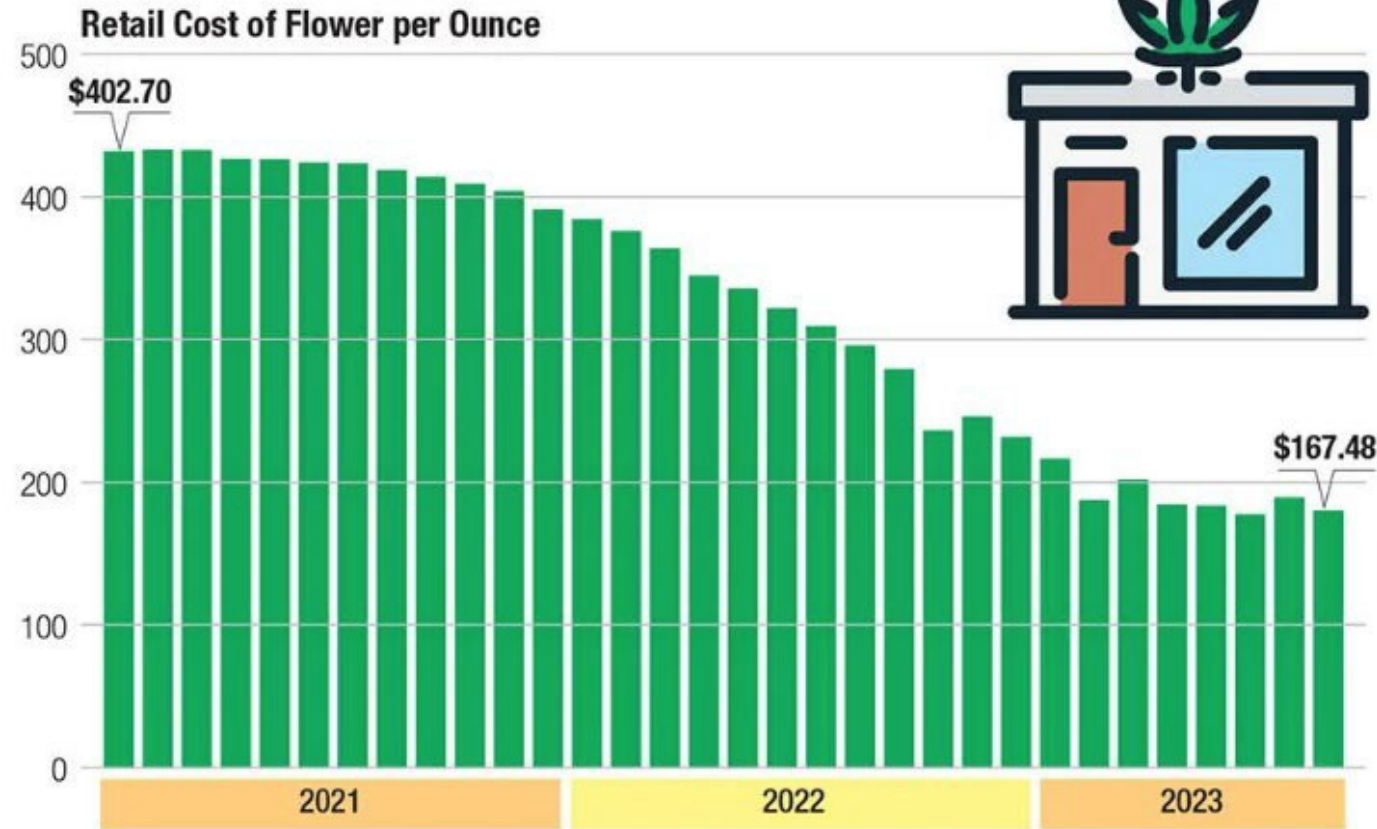


- Retail flower pricing: \$51.38 average in Jan 2020; \$28.14 now

2023 Transformation

Ounce Price Decline

Cost of legal Mass. marijuana since 2021



Source: Data provided by Cannabis Control Commission, retrieved on Nov. 1, 2023.

Green Meadows Transforming As Well



Streamline Production

We've been forced to streamline production; move to where we're most cost competitive

Operate Efficiently

Departments must work within defined budgets; manage OT smartly. Hit our metrics for success

Results

2024 is a year focused on accountability; don't just be task or effort driven, be results driven

Accountability: "completely responsible for what you do and able to give a satisfactory reason for it"



Last Twelve Months Retail Accomplishments

Despite the Market.....We Powered Through!



- Named The Best Dispensary In Central MA for the 2nd Year In a Row!
 - This is an amazing accomplishment and was only possible because of our AWESOME staff!
- Launched Fitchburg Rec in January and Med in December!
 - Gaining Name Recognition in MA
- Revamped our Loyalty Program!
 - Providing more to our customers
 - Increased our Harvest Club by adding 442 Members
- Successful Promotions
 - Classified Menu
 - Extended Holiday Hours
 - Introduced new Flower and Preroll Pricing based on Customer Feedback



2025 Retail Launch – Focus and Execute



2025 Marlboro Goals

How We Achieve Goals

- **Drive Revenue and Foot Traffic**
- **Market to Customer Base**
- **Monitor Average Cart**
- **Pursue Medical**

- **Promote launch compliantly**
- **Provide Exceptional Customer Service**
- **Creative Promotions and Bundles – They Work!**





Strategy Going Forward

How We Will Prevail in a Challenging Market

Simple Approach

Drive Retail
Revenue and
Experience

Retail

- Be Consistent
- Drive promos, bundles
– incentives

What's Expected of All of Us

Simplify and Prioritize



Launch and sell our core product line



Operate efficiently



Individual effort toward the greater good: positive attitude and be accountable



MEMO: Plan to Obtain Liability Insurance

Application of Intent #MRN285191 – New Retail License (Marlborough MA)

June 24, 2024

To Whom it May Concern:

Green Meadows Farm, LLC (Green Meadows) is submitting this Memo as part of our AOI to document our plan to obtain liability insurance.

Green Meadows Farm, LLC (“Green Meadows Farm”) will maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500 & 501.105(10).

Green Meadows Farm currently has contracted with Nautilus Insurance Company to maintain general liability insurance coverage via Amwins Access Insurance Services, LLC for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. If we become a Colocated Marijuana Operation (CMO), Green Meadows Farm will maintain our insurance coverage per location. Green Meadows Farm will maintain reports documenting compliance with 935 CMR 500 & 501.105(10) in a manner and form determined by the Commission and make these reports available to the Commission upon request.

Attached to this Memo is our current policy, with a term ending 11/15/2024.

Please reach out with any questions or comments to:

Gwen (Jennifer) Vito, Director of Compliance

Green Meadows Farm

617-852-4307

gvito@greenmeadows.com

Thank you,

A handwritten signature in black ink, appearing to read "Gwen" or "Jennifer".

Jennifer “Gwen” Vito

ATTACHMENT –

Current Insurance Policy

Nautilus Insurance Company®

An Arizona Corporation

COMMERCIAL EXCESS LIABILITY POLICY

THIS POLICY IS NOT OBTAINED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

THIS POLICY CONSISTS OF:

- Declarations;
- Commercial Excess Liability Policy Form;
- Schedule of Underlying Insurance; and
- Applicable Forms and Endorsements

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



W. Robert Berkley, Jr.
President



Philip S. Welt
Secretary

Administrative Office: 7233 East Butherus Drive, Scottsdale, Arizona 85260 (480) 509-6627

Policy Issuing Office: 7233 East Butherus Drive, Scottsdale, Arizona 85260 (480) 951-0905

Nautilus Insurance Company®

An Arizona Stock Corporation

COMMERCIAL EXCESS LIABILITY DECLARATIONS

Policy Number: AN1298400

Renewal/Rewrite of: AN1272077

Named Insured and Mailing Address

Green Meadows Farm LLC / Reya Ventures, LLC
PO Box 829
Southbridge, MA 01550

Producer's Name and Mailing Address

AMWINS ACCESS INSURANCE SERVICES, LLC
2 Rosenfield Drive
Unit A
Hopedale, MA 01747

POLICY PERIOD: From 11/15/2023 to 11/15/2024 At 12:01 A.M. Standard Time at your mailing address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE TO PROVIDE YOU WITH THE INSURANCE AS STATED IN THIS POLICY.

THE NAMED INSURED IS: Individual Partnership Corporation Joint Venture Other
 Trust Limited Liability Company

Item I: Limits of Insurance:
Each Occurrence Limit \$ 5,000,000
Aggregate Limit \$ 5,000,000

Item II: Premium:
Deposit Premium \$ 3,465.00
Terrorism Premium \$ 0.00
Total Premium \$ 3,465.00
Fees \$ 75.00
Surplus Lines Taxes \$ 138.60
Total \$ 3,678.60

Item III: Minimum Retained Premium:
If the insured cancels this policy, we will retain no less than \$250 or 25% of the Total Premium, whichever is greater.

Item IV: Forms attached at inception:
See Schedule of Forms EU 00 05

Authorized Representative

SCHEDULE OF UNDERLYING INSURANCE

This Schedule of "underlying insurance" is incorporated into and made part of the Declarations to which it is attached.

Commercial General Liability (01)

Company: MUSIC, MP002000500238805

Policy Period: From: 11/15/2023 To: 11/15/2024

Coverage: Occurrence

Limits of Insurance

Each Occurrence	\$	1,000,000
General Aggregate	\$	2,000,000
Products-Completed Operations Aggregate	\$	Included
Personal And Advertising Injury	\$	1,000,000 Any one person or organization

SCHEDULE OF FORMS

Named Insured: Green Meadows Farm LLC / Reya Ventures, LLC

Policy No.: AN1298400

FORM NUMBER		TITLE
JNE0944	(07/20)	NIC Commercial Excess Liability Policy Jacket
DNE2110	(01/19)	Nautilus Excess Liability Policy Declarations
DE2510	(10/21)	Schedule Of Underlying Insurance
EU0005	(10/14)	Schedule of Forms
NE0031	(01/19)	Commercial Excess Liability Policy
E609	(09/21)	Economic or Trade Sanctions Endorsement
E906	(02/21)	Service of Suit
E915	(09/21)	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
E919	(01/23)	Privacy Notice
NE0020	(01/22)	Coverage Limitation and Exclusion - Residential Construction Operations
NE0021	(01/19)	Continuous or Progressive Injury or Damage Limitation
NE0062	(01/19)	Exclusion - Employee Benefits Liability
NE0067	(01/19)	Exclusion - Farm or Ranch Operations
NE0072	(01/19)	Exclusion - All Autos
NE0074	(03/22)	Exclusion - Employer's Liability
NE0082	(01/19)	Exclusion of Certified Acts of Terrorism
NE0093	(01/19)	Exclusion - Toxic Metals
NE0095	(03/22)	Exclusion – Cyber Incident
NE0100	(01/19)	Exclusion - Unmanned Aircraft
NE0101	(01/19)	Exclusion - Professional Services
NE0104	(01/19)	Exclusion - Exterior Insulation and Finish Systems (EIFS)

SCHEDULE OF FORMS

Named Insured: Green Meadows Farm LLC / Reya Ventures, LLC

Policy No.: AN1298400

NE0134	(10/21)	Exclusion - Communicable or Infectious Disease
NE0136	(02/21)	Exclusion - Swimming Pools
NE0086	(01/19)	Exclusion - Construction Operations - Colorado
NE0087	(01/19)	Exclusion - Construction Operations - New York
NE0142	(12/22)	Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
NE0144	(04/23)	Exclusion - Biometric Information

COMMERCIAL EXCESS LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "underlying insurance".

Other words and phrases that appear in quotation marks in this policy have special meaning. Refer to Section **IV** – Definitions. Other words and phrases that are not defined under this policy but defined in the "underlying insurance" will have the meaning described in the policy of "underlying insurance".

The insurance provided under this policy will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this policy will apply. However, the coverage provided under this policy will not be broader than that provided by the applicable "underlying insurance".

There may be more than one "underlying insurance" policy listed in the Schedule of "underlying insurance" and provisions in those policies conflict, and which are not superseded by the provisions of this policy. In such a case, the provisions, exclusions and limitations of the "underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

- a. We will pay the "ultimate net loss" in excess of the limits shown in the Schedule of "underlying insurance" because of "injury or damage" to which this insurance applies, provided that the "underlying insurance" also applies, or would apply but for the exhaustion of its applicable limits of insurance.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "underlying insurance" have been exhausted in accordance with the provisions of such "underlying insurance" by actual payment of the "underlying insurance" limits. An offer to pay or a tender of limits of "underlying insurance" are not considered to be exhaustion of such "underlying insurance" limits.

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section **II** – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this policy. However, if the policy of "underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this policy.
- b. This insurance applies to "injury or damage" that is subject to the applicable Limits Of Insurance shown on the Schedule of "underlying insurance". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "injury or damage" arising out of that coverage.

- c. If the "underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this policy. If the "underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this policy.
- d. Any additional insured under any policy of "underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this policy. In addition, the exclusions applicable to any "underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this policy.

Insurance provided under this policy does not apply to:

a. Asbestos

- (1) "Injury or damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, asbestos or products containing asbestos.
- (2) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, asbestos or products containing asbestos, by any insured or by any other person or entity.
- (3) The cost or expense of compliance with any law or regulation regarding asbestos or products containing asbestos.
- (4) Any obligation to share damages with or repay someone else in connection with (1), (2), or (3) of this exclusion.

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists' coverage.

c. Employee Retirement Income Security Act (ERISA)

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

d. Employment-Related Practices

"Injury or damage" to:

- (1) A person arising out of and in the course of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at that person.

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "injury or damage" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (a), (b) or (c) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

e. Fungi Or Bacteria

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "injury or damage".
- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- (3) The cost or expense of compliance with any law or regulation regarding "fungi" or bacteria.
- (4) Any obligation to share damages with or repay someone else in connection with (1), (2) or (3) of this exclusion.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

f. Lead

- (1) "Injury or damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, lead or products containing lead.
- (2) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, lead or products containing lead, by any insured or by any other person or entity.
- (3) The cost or expense of compliance with any law or regulation regarding lead or products containing lead.
- (4) Any obligation to share damages with or repay someone else in connection with (1), (2), or (3) of this exclusion.

g. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "underlying insurance".

h. Named Insured Versus Named Insured

Any "injury or damage" for which any Named Insured or its employees is legally liable and costs or expenses of any Named Insured or its employees arising out of, caused, or contributed to by any "injury or damage" claimed by any other Named Insured or its employees.

i. Nuclear Energy Liability

- (1) Under any Liability Coverage, to "injury or damage":
 - (a) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

- (i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (ii) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- (2) Under any Liability Coverage, to "injury or damage" resulting from "hazardous properties" of "nuclear material", if:
 - (a) The "nuclear material":
 - (i) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - (ii) Has been discharged or dispersed therefrom;
 - (b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
 - (c) The "injury or damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (c) applies only to property damage to such "nuclear facility" and any property thereat.

(3) As used in this exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material:

- (a) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
- (b) Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for:
 - (i) Separating the isotopes of uranium or plutonium;
 - (ii) Processing or utilizing "spent fuel"; or
 - (iii) Handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Injury or damage" includes all forms of radioactive contamination of property.

j. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of pollutants at any time; or
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants;
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants; or
 - (c) Requirements by Environmental Protection Agency (EPA) 40 CFR Parts 280 and 281 for underground storage tanks, Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or any similar State or Federal environmental act(s).

k. Recording And Distribution of Material Or Information In Violation Of Law

"Injury or damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

l. Silica

- (1) "Injury or damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- (2) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- (3) The cost or expense of compliance with any law or regulation regarding "silica" or "silica-related dust".
- (4) Any obligation to share damages with or repay someone else in connection with (1), (2), or (3) of this exclusion.

m. Sublimited Coverage

"Injury or damage" arising out of any coverage that is subject to a limit of insurance that is less than the limit for "underlying insurance" shown in the Schedule of "underlying insurance".

n. War

"Injury or damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion, or revolution.

o. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

1. The Limits Of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought, or number of vehicles involved;
 - c. Persons or organizations making claims or bringing suits; or
 - d. Limits available under any "underlying insurance".
2. The Limits Of Insurance of this policy will apply as follows:
 - a. This insurance only applies in excess of the limits shown in the Schedule of "underlying insurance".
 - b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this policy.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "underlying insurance".
 - c. Subject to Paragraph **2.b.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
 - d. If the Limits Of Insurance of the "underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits Of Insurance in the same manner.
3. If any "underlying insurance" has a policy period that is different from the policy period of this policy then, for the purposes of this insurance, the limits shown in the Schedule of "underlying insurance" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this policy applies separately to each consecutive annual period of this policy and to any remaining period of this policy of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the "underlying insurance" carrier(s) or insured elects not to appeal a judgment in excess of the amount of the limits shown in the Schedule of "underlying insurance", we may do so at our own expense. If we elect to appeal we may also pay for:

- a. Taxable court costs;
- b. Pre- and post-judgment interest; and
- c. Disbursements associated with such appeal.

In no event will this provision increase our liability beyond the applicable Limits Of Insurance described in Section II – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurance" carrier(s) will not relieve us of our obligations under this policy.

However, insurance provided under this policy will not replace any "underlying insurance" in the event of:

- a. Bankruptcy or insolvency of the insured; or
- b. Its "underlying insurance" carrier(s).

The insurance provided under this policy will apply as if the "underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the "event" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury or damage" arising out of the "event".

- b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

- c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost:

- (1) Voluntarily make a payment;
 - (2) Assume any obligation; or
 - (3) Incur any expense, other than for first aid;
- without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for:

- a. Giving and receiving of notice of cancellation; or
- b. The receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with:

- a. A complete copy of any "underlying insurance"; and
- b. Any subsequently issued endorsements or policies which may in any way affect the insurance provided under this policy.

5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized by all other insureds to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this policy, but insurance provided under this policy will apply as if the "underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if:

- a. Any "underlying insurance" is:
 - (1) Cancelled;
 - (2) Not renewed;
 - (3) Replaced; or
 - (4) Otherwise terminated; or
- b. The limits or scope of coverage of any "underlying insurance" is changed.

8. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This insurance is also excess over any other insurance available to an additional insured.

This condition will not apply to insurance specifically written as excess over this policy.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this policy; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. If this policy is auditable, the premium shown in this policy is a deposit premium only. At the close of each audit period, we will:

- (1) Compute the earned premium for that period; and
- (2) Send notice to the first Named Insured.

The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured, but not if such audit premium is less than the Minimum Premium shown in the Declarations.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

10. Loss Payable

Liability under this policy does not apply to a given claim unless and until:

- a. The insured or insured's "underlying insurance" carrier(s) has become obligated to pay the limits shown in the Schedule of "underlying insurance"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the limits shown in the Schedule of "underlying insurance" has been determined by a:

- (1) Final settlement or judgment; or
- (2) Written agreement;

among the insured, claimant, "underlying insurance" carrier(s) (or a representative of one or more of these) and us.

11. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that:

- a. Are not payable under the terms of this policy; or
- b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured, "underlying insurance" carrier(s) and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "underlying insurance" have been exhausted in accordance with the provisions of "underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our Limits Of Insurance have been exhausted, our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this policy of any outstanding claims or suits seeking damages:

- (1) To which this insurance applies; and
- (2) Which would have been covered by the "underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this policy, we will cooperate in the transfer of control to the insured and its designated representative.

13. No Duty To Notify If We Do Not Renew

If we decide not to renew this policy, we are under no obligation to mail or deliver notice of nonrenewal to any insured.

SECTION IV – DEFINITIONS

The definitions applicable to any "underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "underlying insurance" applies.
2. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, wet or dry rot, scents or byproducts produced or released by fungi.
3. "Injury or damage" means any injury or damage, covered in the applicable "underlying insurance" arising from an "event".
4. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
5. "Silica-related dust" means a mixture or combination of silica and other dust or particles.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
 - a. Settlements, judgments, binding arbitration; or
 - b. Other binding alternate dispute resolution proceeding entered into with our consent."Ultimate net loss" includes defense expenses if the "underlying insurance" specifies that limits are reduced by defense expenses.
7. "Underlying insurance" means any policy of insurance or self-insurance listed in the Schedule of "underlying insurance". Claims-made policies or endorsements will not be considered as "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC OR TRADE SANCTIONS ENDORSEMENT

No insurer shall be deemed to provide cover and no insurer shall be liable to defend any claim, pay any claim or provide any benefit under this policy to the extent that the provision of such cover, defense, payment or benefit would expose that insurer to any sanction, prohibition or restriction under any economic or trade sanctions laws or regulations of the United States of America, Canada, United Kingdom or European Union. Affected policy provisions also include, but are not limited to, those relating to cancellation, nonrenewal, premium or payments.

Economic or trade sanctions laws or regulations shall include, but not be limited to, those laws or regulations administered and enforced by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC").

All other terms and conditions remain unchanged.

SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other Officer specified for that purpose in the Statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below named as the person to whom the said Officer is authorized to mail such process or a true copy thereof.

It is further agreed that service of process in such suit may be made upon John Briggs, or his nominee of the Company at 7233 East Butherus Drive, Scottsdale, Arizona 85260, and that in any suit instituted against the Company upon this policy, it will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. Nothing herein shall constitute a selection or designation of forum, or a waiver of any of the Company's rights to select a forum or court, including any of the federal courts of the United States. This includes any right to commence an action in or remove or transfer an action to the United States District Court or any other court of competent jurisdiction, as permitted by law.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE TO POLICYHOLDERS

PLEASE READ THIS NOTICE CAREFULLY.

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to economic or trade sanctions laws or regulations of the United States of America that are administered and enforced by the Office of Foreign Assets Control ("OFAC").

OFAC administers and enforces sanctions policy under federal law and/or Presidential declarations of national emergency. Based on economic and trade sanctions laws and regulations of the United States, Canada, United Kingdom, European Union, and other governments, OFAC maintains and publishes a list of foreign governments and agents, front organizations, terrorists, terrorist organizations and narcotics traffickers as Specially Designated Nationals. This list can be located on the United States Treasury's web site: <http://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply, including payments of policy benefits to third parties.

PRIVACY NOTICE

W. R. Berkley Corporation Notice of Privacy Policies

For additional information about our Privacy Policies and how we collect, use, and share personal information, and to make a consumer request, please see our online Privacy Policy at: <https://www.berkley.com/privacy>.

If you would like to receive a paper copy of this Notice and/or our Privacy Policies, please contact us at either nic_regulatory@nautilus-ins.com or 480-509-6627.

Notice of Personal Information Collected (Pursuant to the California Consumer Privacy Act, as revised by the California Privacy Rights Act (collectively, the CCPA))

This notice applies only to information received and collected by W. R. Berkley Corporation ("Berkley") from residents of the state of California. Berkley's insurance business is conducted through more than 50 operating units that underwrite on behalf of the various insurance company subsidiaries. Most operating units are not legal entities.

In this notice, when we refer to "we", "us", "our" or "operating unit(s)" it means one or more of Berkley and/or its operating units and insurance company subsidiaries.

When we refer to "you" or "your" in this notice, we mean a resident of the state of California who is a potential customer, customer, contractor, claimant or other person related to an insurance policy or claim, and whose personal information we may collect. More information about W. R. Berkley Corporation operating unit subsidiaries can be found on <https://www.berkley.com/businesses>.

Below is a table showing the categories of personal information that we may collect in the course of performing insurance services and how it is used. Not every operating unit collects every category of personal information or uses it in all the ways listed below.

For additional information about how we collect, use, and share and disclose personal information about California consumers' rights under the CCPA, and to make a consumer request, please see our California Consumer Privacy Policy at: <https://www.berkley.com/privacy#californiaCollectionAtNotice>.

[continued on next page]

Personal Information Category	How it is Used
<p style="text-align: center;">Identifiers</p> <p>(such as real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security #, driver's license #, passport #, or other similar identifiers.)</p> <p>Any categories of personal information described in subdivision (e) of Section 1798.80 of the California Civil Code</p> <p>(such as signature, telephone #, insurance policy #, bank account number, credit card number, etc.)</p> <p>Other Sensitive Information under California Law (Examples: physical description, financial information, medical information, etc.)</p> <p>Characteristics of protected classifications under California or federal law (Examples: race, sex, color, religion, national origin, marital status, etc.)</p> <p>Biometric information (Examples: fingerprints, keystroke patterns, gait patterns, sleep/health data, etc.)</p> <p>Geolocation Data (Information to identify physical location)</p> <p>Audio, electronic, visual, thermal, olfactory, or similar information (Examples: audio and video recordings)</p> <p>Professional or employment-related information (Examples: job history, education history, etc.)</p> <p>Education information (information not publicly available as defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g; 34 C.F.R. Part 99))</p>	<p>To perform insurance services for policyholders/beneficiaries/claimants; maintain and improve quality of services; security; prevent fraud and improper use; internal research; identify and repair errors; comply with laws and regulations.</p>
<p>Commercial information (Examples: records of personal property, products, and services purchased or obtained, etc.)</p>	<p>To perform insurance services for policyholders/beneficiaries/claimants; security; prevent fraud and improper use; internal research; collections; comply with laws and regulations.</p>
<p>Internet or other electronic network activity information (Examples: browsing/search history, visitor's interaction with a website, etc.)</p>	<p>To perform insurance services for policyholders/beneficiaries/claimants; maintain and improve quality of services; security; prevent fraud and improper use; internal research; identify and repair errors; comply with laws and regulations.</p>
<p>Inferences drawn from any of the other information identified in this subdivision (use of any of the above categories to create a profile about a consumer)</p>	<p>To perform insurance services for policyholders/beneficiaries/claimants; maintain and improve quality of services; security; prevent fraud and improper use; internal research; identify and repair errors; comply with laws and regulations.</p>

This notice was updated on January 1, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE LIMITATION AND EXCLUSION – RESIDENTIAL CONSTRUCTION OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGES:

2. Exclusions

Insurance provided under this policy does not apply to:

a. Any "injury or damage" arising out of or in any way connected with, either directly or indirectly, your ongoing operations, your product, or your work performed by or on behalf of any insured, either prior to or during the policy period, that is incorporated into or performed at any of the following construction projects:

(1) Any new townhouse or residential condominium project where the total number of individual residential units located in:

(a) Florida or South Carolina is greater than ten (10); or

(b) Any state other than Florida or South Carolina is greater than twenty-five (25) regardless of the number of buildings, developments, phases or associations;

(2) Any new "tract housing" project, where the total number of individual residential units located in:

(a) Florida or South Carolina is greater than ten (10); or

(b) Any state other than Florida or South Carolina is greater than twenty-five (25) regardless of the number of buildings, developments, phases or associations; or

(3) Any conversion of buildings to condominiums or townhouses, regardless of the number of buildings, developments, phases or associations.

With respect to **a.(1)** or **a.(2)** above, if the "underlying insurance" limits the number of units to a number less than that shown in **a.(1)** or **a.(2)**, then the number of units limitation in these paragraphs is amended to follow the "underlying insurance".

b. Costs and expenses to investigate or defend any claim, suit or payment of any fine or penalty related to any of the operations in **a.** above.

However, this exclusion does not apply to your work or your product performed by or on behalf of any insured that is incorporated into **a.(1)**, **a.(2)**, or **a.(3)** after the issuance of the notice of completion or certificate of occupancy, whichever comes first, unless such work performed is to repair or replace your work or your product performed by or on behalf of any insured, that was incorporated into **a.(1)**, **a.(2)**, or **a.(3)** prior to the issuance of the notice of completion or certificate of occupancy.

With respect to **a.(2)** each two-family dwelling will be considered two residential housing units, each three-family dwelling will be considered three residential housing units, and so forth.

B. As respects this endorsement, the following definition is added to SECTION IV – DEFINITIONS:

"Tract housing" means a series of detached one, two, three, or four family dwellings located in a development project, in which one or more parcels or plats of land are subdivided into multiple lots, tracts, parcels or other subdivisions of land.

All other terms and conditions remain unchanged.

COMMERCIAL EXCESS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following exclusion is **added** to Paragraph **2. Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

- a. Insurance provided by this policy does not apply to "injury or damage":
 - (1) That first occurs, or is alleged to first occur, prior to the effective date of this policy; or
 - (2) That first occurs, or is alleged to first occur, prior to the effective date of this policy and continue during this policy period.
- b. We will have no duty to defend any insured against any loss, claim, suit or other proceeding seeking damages for "injury or damage" to which this endorsement applies.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EMPLOYEE BENEFITS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to any act, error or omission of any insured or of any other person committed in the "administration" of an "employee benefit program".

As used in this exclusion:

a. "Administration" includes but is not limited to:

- (1) Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- (2) Handling records in connection with the "employee benefit program"; or
- (3) Effecting, continuing or terminating any employee's participation in any benefit included in the "employee benefit program".

b. "Employee benefit program" means a program providing some or all of the following benefits to employees:

- (1) Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts;
- (2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans;
- (3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- (4) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- (5) Any other similar benefits.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FARM OR RANCH OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to “injury or damage” arising out of any and all farming or ranching operations, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

This exclusion applies regardless of where such operations are conducted by you or on your behalf.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALL AUTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to “injury or damage” arising out of the ownership, maintenance, use, loading or unloading of any auto.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EMPLOYER’S LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following exclusion is **added** to Paragraph 2. **Exclusions** of SECTION I – COVERAGES:

2. Exclusions

Insurance provided under this policy does not apply to “injury or damage” to:

- a. An employee of any insured arising out of and in the course of:
 - (1) Employment by any insured; or
 - (2) Performing duties related to the conduct of any insured's business; or
- b. The spouse, child, parent, brother or sister of that employee; or any other person; as a consequence of Paragraph a. above.

This exclusion applies whether any insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

To the extent coverage is provided by "underlying insurance" for liability assumed by the insured under an insured contract, this exclusion does not apply to liability assumed by an insured.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

Any endorsement addressing acts of terrorism (however defined) in any "underlying insurance" does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

A. The following exclusion is **added** to Paragraph **2. Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to:

"Injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definition is **added** to **SECTION IV - DEFINITIONS**:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "injury or damage" that is otherwise excluded under this policy.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – TOXIC METALS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I –COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to:

- a. "Injury or damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "toxic metals".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "toxic metals", by any insured or by any other person or entity.
- c. The cost or expense of compliance with any law or regulation regarding "toxic metals".
- d. Any obligation to share damages with or repay someone else in connection with **a.**, **b.**, or **c.** of this exclusion.

B. The following definitions are **added** to **SECTION IV - DEFINITIONS**:

1. "Toxic metals" are individual metals and metal compounds that negatively affect people's health. "Toxic metals" include, but are not limited to, arsenic, beryllium, "heavy metals", or hexavalent chromium.
2. "Heavy metals" are a group of elements between copper and bismuth on the periodic table of the elements having specific gravities greater than 4.0. "Heavy metals" include, but are not limited to, cadmium, cobalt, copper, lead, manganese, mercury, molybdenum, strontium, vanadium, or zinc.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES**:

Insurance provided under this policy does not apply to:

Cyber Incident

"Injury or damage", costs or expenses, either directly or indirectly because of, caused by or arising out of:

1. Any:

- a.** Access to, acquisition, use, collection, copying, processing, storage, dissemination, publication or disclosure of;
- b.** Theft, alteration, misuse, loss, misappropriation, disruption of, or damage to; or
- c.** Failure to provide access to, remove, rectify, destroy, protect or secure, including, but not limited to, failure to encrypt;

any person's or organization's "confidential information", whether it is "electronic data" or in any other form or media.

2. The loss of, loss of use of, corruption or impairment of, damage to, disruption or destruction of, or inability to access, alter or manipulate "electronic data".

3. Any of the following:

- a.** Denial of service attack on;
- b.** Misappropriation, diversion, loss or misuse of; or
- c.** Denial of access to or service of, interruption of service, degradation, loss of use, alteration, failure, destruction, corruption, or impairment of;

any "computer system", including any insured's or other person's or organization's "computer system".

4. Malicious code, virus or any other harmful code that:

- a.** Is directed at, enacted upon or introduced into "electronic data" or any "computer system"; or
- b.** Is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use, prevent or restrict access to, or otherwise disrupt the normal functioning or operation of "electronic data" or any "computer system".

5. Transfer, payment or delivery of money or any form of currency, including virtual currency, in response to a fraudulent instruction or demand.

6. Demand for a ransom payment (in money, or any form of currency, including virtual currency, or property or services), made in connection with the actual or threatened perpetuation of that which is described in paragraphs 1. through 5. above.

Such "injury or damage", costs or expenses are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "injury or damage", costs or expenses.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, payment card replacement costs, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in paragraphs 1. through 6. above.

This exclusion applies to any liability, "injury or damage", costs or expenses either directly or indirectly because of, caused by or arising out of any failure (including, but not limited to, failure to timely or properly act) to notify of, disclose, prepare for, respond to, protect against, remediate, mitigate or comply with any statutory, regulatory, contractual, common law or other legal obligation relating to that described in paragraphs 1. through 6. above.

This exclusion applies regardless of culpability or intent, or whether the claim alleges negligence or other wrongdoing, in whole or in part, arising out of hiring, placing, managing, supervising, employing, training or monitoring of others, or the maintenance or security of any premises.

If there is any duty or obligation to defend or pay for a defense in the policy to which this endorsement is attached, the duty or obligation will not apply to any claim, suit or proceeding that alleges or is, directly or indirectly, in whole or in part, caused by, resulting from or relating to any of the above.

B. With respect to this endorsement, the following definitions are added under SECTION IV – DEFINITIONS:

1. "Computer system" means:
 - a. Any computer hardware, including but not limited to:
 - (1) Computers;
 - (2) Transportable, mobile or handheld devices;
 - (3) Data storage and data processing devices;
 - (4) Networking equipment and backup facilities, including cloud computing devices and facilities;
 - (5) Associated input and output devices (including, but not limited to, wireless and mobile devices);
 - (6) Any related peripheral components; or
 - (7) Communication networks, connected to or used in connection with such computers, equipment, facilities or devices.
 - b. Firmware and electronic instructions that direct the operation and function of a computer or devices connected to it, which enables the computer or devices to receive, process, store or send "electronic data".
2. "Confidential information" means nonpublic information, confidential information, personal information or personal data, including, but not limited to:
 - a. Non-public information about a person that allows such person to be uniquely and reliably identified or allows access to the person's financial account or medical records information;
 - b. Patents, trade secrets, processing methods, customer or customer-related information (including, but not limited to, customer lists); or
 - c. Business plans or records, financial information, personally identifiable information, credit or payment card information (including, but not limited to, credit, debit or stored value cards), medical or health information or any type or combination of types of the foregoing.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to:

“Injury or damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and loading or unloading.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “event” which caused the “injury or damage” involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

As used in this exclusion, loading or unloading means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an "unmanned aircraft";
- b. While it is in or on an "unmanned aircraft"; or
- c. While it is being moved from an "unmanned aircraft" to the place where it is finally delivered;

but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "unmanned aircraft".

B. The following definition is **added** to **SECTION IV – DEFINITIONS**:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

SCHEDULE

Designated Professional Services: **Professional services:**
1. Covered by “underlying insurance”; and
2. Shown in the Schedule of “underlying insurance”

The following exclusion is **added** to Paragraph **2. Exclusions** of **SECTION I –COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to “injury or damage” arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- a. Accounting, advertising or legal services;
- b. Body piercing services;
- c. Engineering services, including related supervisory or inspection services;
- d. Financial planning, banking, investing, retirement planning or benefits advice, services or instruction, or stock, bond or fund brokering or trading services;
- e. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies;
- f. Health or therapeutic service treatment, advice or instruction;
- g. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- h. Insurance advice, sales or services;
- i. Law enforcement or firefighting services;
- j. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- k. Optometry, optical, audiology or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- l. Pastoral care, services, advice or instruction;
- m. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- n. Psychiatric, psychological, social work, or addiction counseling, treatment, advice or instruction;
- o. Service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- p. Service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- q. Services in the practice of pharmacy;
- r. Teaching or tutoring activities or services; and
- s. Veterinary services, treatment, advice or instruction.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "event" which caused the "injury or damage" involved the rendering of or failure to render any professional service.

This exclusion does not apply to professional services shown in the Schedule above if valid “underlying insurance” exists or would have existed but for the exhaustion of “underlying limits” for such injury or damage.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to “injury or damage” arising out of, caused by, or attributable to, whether in whole or in part, the following:

- a. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system;
- b. Your product or your work with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature; or
- c. Any obligation to share damages with or repay someone else in connection with **a.** or **b.** above.

B. The following definition is **added** to **SECTION IV - DEFINITIONS**:

"Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
3. A reinforced or unreinforced base coat;
4. A finish coat providing surface texture to which color may be added; and
5. Any flashing, caulking or sealant used with the system for any purpose.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COMMUNICABLE OR INFECTIOUS DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

- a. Insurance provided under this policy does not apply to "injury or damage" arising directly or indirectly from any actual or alleged transmission of or exposure to a "communicable or infectious disease".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- (1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a "communicable or infectious disease";
- (2) Testing for a "communicable or infectious disease";
- (3) Failure to suppress or prevent the spread of the "communicable or infectious disease"; or
- (4) Failure to report the "communicable or infectious disease" to authorities.

- b. This exclusion also applies to any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "communicable or infectious disease"; or
- (2) "Injury or damage" alleged by or on behalf of any authority, governmental or otherwise, because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any "communicable or infectious disease".

- c. This exclusion does not apply to any claim of "injury or damage" arising out of the actual or alleged consumption of food that is sold for human consumption and that contains:

- (1) *Campylobacter*, *Clostridium perfringens*, *E. coli*, *Listeria monocytogenes*, *Salmonella*, *Staphylococcus aureus*, *Vibrio alginolyticus*, *Vibrio parahaemolyticus*, or *Vibrio vulnificus*;
- (2) *Cryptosporidium parvum*, *Giardia duodenalis*, *Taenia saginata*, *Taenia solium*, *Toxoplasma gondii*, or *Trichinella spiralis*;
- (3) Hepatitis A; or
- (4) Norovirus, Astrovirus, Sapovirus, Rotavirus or variants or mutations thereof which were known, identified and generally accepted by the United States Centers for Disease Control and Prevention as of the effective date of this policy.

- d. Except with respect to Paragraph c. above, we will have no duty to defend or indemnify any insured in any action or proceeding alleging "injury or damage" arising out of any "communicable or infectious disease".

B. For the purposes of this endorsement the following definition is **added** to **SECTION IV – DEFINITIONS**:

"Communicable or infectious disease" means any disease, illness or condition contracted through direct or indirect contact with or exposure to any form of pathogens such as, but not limited to, bacterium, fungus, marker, microbial agent, microorganism, organism, protozoa, virus or any other source that induces or is capable of inducing the disease, illness or condition.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SWIMMING POOLS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to “injury or damage” arising out of, or in any way related to, the ownership, maintenance, operation, supervision, or use of a “swimming pool” by any person.

B. The following definition is **added** to **SECTION IV – DEFINITIONS**:

“Swimming pool” means any artificial basin, chamber, tank, or similar structure modified, improved, constructed, or installed and used for swimming, wading, diving, exercise, recreation, or instruction. “Swimming pool” includes, but is not limited to, an above-ground pool, in-ground pool, wading pool, or inflatable pool. “Swimming pool” also includes, but is not limited to a spa, hot tub, Jacuzzi, public bath, sauna, whirlpool, or similar device which is designed for recreational use and may consist of elements including, but not limited to, hydro-jet circulation, hot water, cold water, mineral baths, air induction systems, or any combination thereof. “Swimming pool” does not include artificial lakes or ponds.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONSTRUCTION OPERATIONS – COLORADO

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is **added** to Paragraph **2. Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to any "injury or damage" arising out of or in any way connected with, either directly or indirectly, any ongoing "construction operations" on, your work performed by or on behalf of any insured on, or your product that is incorporated into, any "construction operation" in the State of Colorado.

B. As used in this endorsement, the following definitions are **added** to **SECTION IV - DEFINITIONS**:

1. "Construction" means the act of building by putting together materials and parts to create a structure including, but not limited to, building the foundations, framework, floors, walls, ceilings, trusses or roof, or debris removal.
2. "Construction operations" means, with respect to real property, surveying, site preparation, grading of land, excavation, debris removal, soil compaction, tree clearing, demolition, reconstruction, renovation, alteration, remodeling, repair, service, improvement and any other "pre-construction" and any other "construction" and any other "post-construction".
3. "Post-construction" means those activities that occur after the issuance of the notice of completion or certificate of occupancy, whichever comes first.
4. "Pre-construction" means those activities that must occur prior to the actual start of the "construction" process including, but not limited to, grading of land, inspection, land surveying, site preparation, soil compaction, tree clearing, or installation of driveways, parking areas, roads, sidewalks, and utilities.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONSTRUCTION OPERATIONS – NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is **added** to Paragraph **2. Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

Insurance provided under this policy does not apply to any "injury or damage" arising out of or in any way connected with, either directly or indirectly, any ongoing "construction operations" on, your work performed by or on behalf of any insured on, or your product that is incorporated into, any "construction operation" in the State of New York.

B. As used in this endorsement, the following definitions are **added** to **SECTION IV – DEFINITIONS**:

1. "Construction" means the act of building by putting together materials and parts to create a structure including, but not limited to, building the foundations, framework, floors, walls, ceilings, trusses or roof, or debris removal.
2. "Construction operations" means, with respect to real property, surveying, site preparation, grading of land, excavation, debris removal, soil compaction, tree clearing, demolition, reconstruction, renovation, alteration, remodeling, repair, service, improvement and any other "pre-construction" and any other "construction" and any other "post-construction".
3. "Post-construction" means those activities that occur after the issuance of the notice of completion or certificate of occupancy, whichever comes first.
4. "Pre-construction" means those activities that must occur prior to the actual start of the "construction" process including, but not limited to, grading of land, inspection, land surveying, site preparation, soil compaction, tree clearing, or installation of driveways, parking areas, roads, sidewalks, and utilities.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

- a. Insurance provided under this policy does not apply to "injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

B. The following definition is **added** to **SECTION IV – DEFINITIONS**:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c. Perfluoropolyethers (PFPE);
 - d. Fluorotelomer-based substances; or
 - e. Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph **B.1**.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for "perfluoroalkyl or polyfluoroalkyl substances" related "injury or damage", expense, loss, demand, claim, liability or legal obligation

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BIOMETRIC INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is **added** to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES**:

2. Exclusions

This insurance does not apply to:

Biometric Information

"Injury or damage", costs, or expenses, either directly or indirectly because of, caused by or arising out of:

- a. Any actual or alleged collection, use, access, safeguarding, sharing, storage, retention, conversion, disclosure, printing, recording, sale, disposal, transmitting, distributing, or destruction of any "biometric identifiers" or "biometric information", or failure to obtain consent for any of the foregoing; or
- b. A claim, investigation, demand, suit or proceeding involving an actual or alleged invasion of privacy or violation of a right to privacy involving or related to "biometric identifiers" or "biometric information"; or
- c. An actual or alleged violation of any privacy law, including the Illinois Biometric Information Privacy Act (BIPA), the California Consumer Privacy Act (CCPA), the California Privacy Rights Act (CPR), European Union General Data Protection Regulation (GDPR) or any other similar law, ordinance, regulation, or statute anywhere in the world that governs or relates to the collection, use, access, safeguarding, sharing, storage, retention, conversion, disclosure, printing, recording, sale, disposal, transmitting, distributing, or destruction of any "biometric identifiers" or "biometric information" or obtaining consent for any of the foregoing.

This exclusion applies regardless of any insured's culpability or intent and regardless of whether the claim, investigation, demand, suit, proceeding or allegation against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by any insured.

We will have no duty to investigate, defend or indemnify any insured against any loss, claim, suit, demand, fine, or proceeding alleging damages of any kind arising out of any of the above.

B. The following definitions are **added** to **Section IV – Definitions**:

1. "Biometric identifiers" means any physical, genetic, physiological, biological, or behavioral characteristic or attribute that allows an individual to be identified. Without limiting the foregoing, "biometric identifiers" includes but is not limited to the following:
 - a. Retina or iris scan;
 - b. Fingerprint;
 - c. Voiceprint;
 - d. DNA;
 - e. Finger, hand, or palm scan;
 - f. Scan of hand or face geometry;
 - g. Vein patterns;
 - h. Voice recordings;
 - i. Keystroke patterns or rhythms;
 - j. Gait patterns or rhythms;

#200.00 Recordkeeping Policy

General Overview

Green Meadows Farm, LLC ("Green Meadows Farm") has established policies regarding recordkeeping and record-retention to ensure the maintenance, safe keeping, and accessibility of critical documents. Unless otherwise dictated, electronic and wet signatures are accepted forms of execution of Green Meadows Farm documents. Records will be stored at Green Meadows Farm in the executive office / admin space in locked cabinets; this office will be locked when not occupied by Green Meadows Farm Executive staff. All electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9), and 935 CMR 501.105 (9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection. Green Meadows Farm records are only accessible to Executive staff as necessary as well as Commission staff.

Recordkeeping

To ensure that Green Meadows Farm is keeping and retaining all records as noted in this policy, reviewing corporate records, business records, and personnel records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Green Meadows Farm's quarter-end closing procedures. In addition, Green Meadows Farm's operating procedures will be updated on an ongoing basis as needed.

Corporate Records

Those records that require, at a minimum, annual reviews, updates, and renewals, include:

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

Business Records

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

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each Agent, or stipend, and any executive compensation, bonus, benefit, or item of value paid to any individual having direct or indirect control over Green Meadows Farm;
- List of all executives of Green Meadows Farm, and members, if any, which must be made available upon request by any individual;
- Waste disposal records as required under 935 CMR 501.105(12) and;
- Following closure of Green Meadows Farm, all business records will be kept for at least two years at the expense of Green Meadows Farm in a form and location acceptable to the Commission.

Personnel Records

At a minimum will include:

- Job descriptions for each Agent and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each Green Meadows Farm Agent. Such records will be maintained for at least 12 months after termination of the Agent's affiliation with Green Meadows Farm and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2), 935 CMR 501.029, and 935 CMR 501.030;
 - A copy of the application submitted to the Commission on behalf of any prospective Medical Agents;
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed Responsible Vendor Training and in-house training for Medical and Adult-Use Agents.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures that will include at a minimum;
 - Code of ethics
 - Whistle-blower policy and
 - A policy which notifies persons with disabilities of their rights; and

- All background check reports obtained in accordance with 935 CMR 500.030, and 935CMR501.030.

Handling and Testing of Marijuana Records

Green Meadows Farm will maintain the results of all testing for a minimum of one (1) year. Green Meadows Farm plans on contracting with a subset of MCR Labs, CDX Labs, and / or Pro Verde Labs for Product testing services. Samples will be prepared by the Executive Vice President, Cannabis Production in coordination with the Director of Quality Assurance and packaged in a container clearly marked for testing. A record of previous test results as well as who prepared the sample will be maintained by the SVP, Compliance. A full inventory of samples pending pick-up and samples currently out for testing will be maintained by the Executive Vice President, Cannabis Production. All test results for products received at the retail facility will be maintained and will be easily accessible for Commission review. Test results for products pending wholesale transfer to the retail facility will be reviewed by the Senior Vice President, Retail Operations or Dispensary Manager and compared against the packaging and labeling information prior to accepting the shipment.

Inventory Records

The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the Agents who conducted the inventory. As further detailed in our protocols regarding inventory, audits will be conducted at minimum, monthly with a comprehensive inventory conducted annually.

Green Meadows Farm will perform audits of available patient supplies for products on a weekly basis and retain those records for a period of 6 months. An inventory plan for Marijuana products reserved for patient supply will be submitted to the Commission on a biannual basis.

Green Meadows Farm will retain all records of purchases from any supplier of any ingredient, additive, device, component part or other materials provided to Green Meadows Farm about Marijuana Vaporizer devices sold at Green Meadows Farm. All records will be made available to the Commission upon request.

Seed-to-Sale Tracking Records

Green Meadows Farm will use Leaf Logix as a seed to sale and POS solution, in parallel with the state tracking system, Metric to maintain real-time inventory. Metric inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all MIPs; and all damaged, defective, expired, or contaminated marijuana and MIPs awaiting disposal.

Green Meadows Farm's Point of Sale System, Leaf Logix, will integrate with the Metric system and update records in real time. Green Meadows Inventory staff will always confirm integration is working properly after any product movement is completed but logging into Metric and verifying accuracy.

Cultivation Records

Prior to commencing operations, Green Meadows Farm will disclose all growing media and plant nutrients intended to be used during the cultivation process. In all instances, Green Meadows Farm will disclose all growing media and plant nutrients being used upon request. Green Meadows Farm will maintain the media and plant nutrient records for the Commission's review.

Cultivation records specific to the amount of marijuana produced as well as the amount of marijuana sold will be maintained and reviewed, at minimum, on an annual basis in association with the license renewal application. The Executive Vice President, Cannabis Production will be responsible for these records.

Incident Reporting Records

Within ten (10) calendar days, Green Meadows Farm will provide written notice to the Commission of any incident by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the local law enforcement and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Notification will occur but not be limited to, during the following occasions;

- Discovery of inventory discrepancies;
- Diversion, Theft, or loss of any Marijuana Product;
- Any criminal action involving the facility or an Agent or occurring on or in the premises;
- Any suspicious act involving the sale, cultivation, distribution, process, or production of marijuana;
- Unauthorized destruction of marijuana;
- Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or Agents;
- An alarm activation or other event that requires response by public safety personnel including, but not limited to, local law enforcement, municipal fire departments, public works or municipal sanitation departments, and municipal inspectional services department, or security personnel privately engaged by Green Meadows Farm;
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours;
- A significant motor vehicle crash that occurs while transporting or delivering Finished Marijuana Products and would require the filing of a Motor Vehicle Crash Operator Report, provided that a motor vehicle crash that renders the licensee's vehicle inoperable will be reported immediately to state and local law enforcement so that Marijuana or Marijuana Products may be adequately secured, or;
- Any other breach of security.

Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Green Meadows Farm for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

Visitor Records

A visitor sign-in and sign-out record will be maintained at the secure check in area. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized Agent who will be escorting the visitor. The visitor log will be audited daily by Receptionstaff.

Waste Disposal Records

Green Meadows Farm will maintain and store waste disposal records according to 935 CMR 500.105(12). When marijuana or marijuana products are disposed or handled, Green Meadows Farm will create and maintain an electric record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Green Meadows Farm Agents present during the disposal or handling, with their signatures. Any and all outdated, damaged, deteriorated, mislabeled, or contaminated marijuana will be segregated from other marijuana and will be destroyed. Green Mountain Farm will document the disposition of the marijuana. Green Meadows Farm will keep disposal records forat least 3 years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Security Records

On an annual basis, Green Meadows Farm will obtain at its own expense a security system audit by a vendor approved by the Commission. The audit report will be submitted no later than 30 calendardays after the audit is completed. If the audit identifies concerns regarding our security system, Green Meadows Farm will submit a plan to mitigate those concerns within 10 business days of submitting our audit.

Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing bythe Commission upon request and that are retained for at least ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer. A current list of authorized Agents and service personnel that haveaccess to the surveillance room will be available to the Commission upon request.

In accordance with 935 CMR 500.110(1)(e), (1)(j), and (4)(e) and 935 CMR 501.110(1)(e), (1)(j), and (4)(e), Green Meadows Farm will obtain the signature of each Agent, prior to the issuance of their Agent badge(s) and secure key card, whereby the Agent confirms with their signature that they havereceived training on and will comply with limited access areas, electronic door access and key cards,properly entering and exiting the facility, and other protocols to ensure compliance and the securityof the facility, cash, Marijuana, and Marijuana products.

Transportation Records

In accordance with 935 CMR 500.105(13), Green Meadows Farm will maintain and store our transportation records, including but not limited to our shipping manifests for a minimum of one(1)year. All transportation records will be available to the Commission upon request.

Agent Training Records

Documentation of all required training, including training regarding privacy and confidentiality requirements, Responsible Vendor Training and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

Closure

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

Written Operating Policies and Procedures

Policies and Procedures related to Green Meadows Farm's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include but not be limited to the following:

- Security measures in compliance with 935 CMR 500.110, and 935 CMR 501.110;
- Employee security policies, including personal safety and crime prevention techniques;
- 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 Authorities on request, and updated pursuant to 935 CMR 500.000, and 935 CMR 501.104;
- Storage and waste disposal of Marijuana in compliance with 935 CMR 500.105(11), 935 CMR 500.105(12), 935 CMR 501.105(11), and 935 CMR 501.105 (12). This policy and procedure will ensure that any outdated, damaged, deteriorated, mislabeled, or contaminated Marijuana is segregated from other marijuana and destroyed.
- Description of the various strains of Marijuana to be cultivated, Processed, or sold, as applicable, and the form(s) in which Marijuana will be sold;
- Price list for Marijuana and Marijuana Products and any other available products, and alternate pricelists for patients with documented Verified Financial Hardship, as defined in 935 CMR 501.002, as required by 935 CMR 501.100(1)(h);
- Procedures to ensure accurate recordkeeping, including inventory protocols for transfer and inventory in compliance with 935 CMR 500.105(8) and (9), and 935 CMR 501.105(8);
- Procedures to ensure accurate recordkeeping, including inventory protocols for transfer and inventory and procedures for integrating a secondary electronic seed-to-sale SOR;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160 and 935 CMR 501.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d), 935 CMR 501.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;

- A plan describing how Confidential Information and other records required to be maintained confidentially will be maintained;
- A policy for the immediate dismissal of any Green Meadows Farm Agent who has:
 1. Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission;
 2. Engaged in unsafe practices regarding operation of Green Meadows Farm, 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 any other Jurisdiction.
- A list of all board of directors, members and Executives of Green Meadows Farm, and Members, if any, of the Licensee must be made available on request by any individual.
- Policies and procedure for the handling of cash on Green Meadows Farm premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available on inspection.
- Policies and procedures to prevent the diversion of Marijuana to individuals younger than 21 years old;
- The standards and procedures by which Green Meadows Farm determines the price it charges for Marijuana, and a record of the prices charged, including policies and procedures for the provision of Marijuana to Registered Qualifying Patients with Verified Hardship without charge or at less than the market price, as required by 935 CMR 501.050(1)(h);
- Policies and procedures for energy efficiency and conservation that shall include:
 - Identification of potential energy use reduction opportunities (including, but not limited to, natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, §21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Act of 1970. 29 U.S.C. § 651, *et seq.*, including the general duty clause under whereby: Each employer (a) 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; (b) 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.
- A description of Green Meadows Farm patient and consumer education activities.
- Policies and procedures for transportation between Medical Treatment Centers.

- Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures at a minimum, must comply with 935 CMR 500.105(15) and 935 CMR 500.120(11).
- Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety.
- Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.
- Policies and procedures for ensuring fire safety in cultivation activities, including but not limited to the storage and processing of chemicals or fertilizers, in compliance with the standards set forth in 527 CMR 1.00: *The Massachusetts Comprehensive Fire Code*.

Record-Retention

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

Inventory and Transfer

Green Meadows Farm will enter all products into Leaf Logix and Metric and accurately report the physical location of the Products within the same business day. Green Meadows Farm may transfer product to an MTC; and an MTC may transfer product to Green Meadows Farm provided there is no violation of the dosing limitations set forth in 935 CMR 500.150(4) or the limitations on total MTC inventory as set forth in 935 CMR 501.105(8)(k)2. and 3. Such transfers cannot violate provisions protecting patient supply under 935 CMR 502.140(9). To ensure transfers are compliant, prior to such transfer the Director of Quality Assurance will review inventory records and the proposed products for transfer. No Marijuana Product, including Marijuana, will be sold, or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. As referenced above, test results will be reviewed for products being received at the Marijuana Retailer and at the Product Manufacturer and/or Cultivation Facility prior to transfer.

In addition to providing written operating procedures according to 935 CMR 500.105(1), Green Meadows Farm will be compliant with 935 CMR 500.105(8) by providing methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories.

Real-time inventory will be maintained as specified by the Commission and in 935 CMR 500.105(8)(c) and (d) including, at a minimum, an inventory of Marijuana plants; Marijuana plant-seeds and Clones in any phase of development such as Propagation, Vegetation, and Flowering; Marijuana ready for dispensing; all Marijuana Products; and all damaged, defective, expired, or contaminated Marijuana and Marijuana Products awaiting disposal. It is the responsibility of the individual Department Managers to ensure Products are properly entered at each phase and continuously audited by the Compliance Team to ensure accuracy. Plant tags will be attached to all Marijuana, Clones, and plants and all

Marijuana seeds, Clones, plants, and Marijuana Products will be tracked. Additionally, package tags will be attached to all Finished Marijuana and Marijuana Products. Tracking will occur using a Seed-to-sale methodology in a form and manner to be approved by the Commission.

Green Meadows Farm has established inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of Marijuana Products in the process of cultivation, and finished, stored Marijuana as additionally detailed in other Green Meadows Farm operating procedures. Green Meadows Farm will conduct a monthly inventory of Marijuana in the process of cultivation and finished, stored Marijuana at minimum. At the retail facility inventory will be conducted monthly by the Senior Vice President, Retail Operations or Dispensary Manager. A comprehensive annual inventory will occur at least once every year after the date of the previous comprehensive inventory. In the event inventory is taken by use of an oral recording device it will be promptly recorded. The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

#210.00 Maintenance of Financial Records Policy and Procedure

General Overview

Green Meadows Farm is committed to being compliant with all regulations outlined in 935 CMR500.000, and 935 CMR 501.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC” or “the Commission”) or any other regulatory agency.

Purpose

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

Policy

Green Meadows Farm’ financial records will be kept and maintained according to generally accepted accounting principles. The CFO is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. The Financial Controller assists in the maintaining of these records. All Green Meadows Farm financial/business records will be available for inspection to the Commission upon request. Green Meadows Farm will maintain all business records in manual and electronic (computerized) form. These records include, but are not limited to;

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

In relation to the maintenance of financial records Green Meadows Farm will incorporate the following into our business operations;

1. Green Meadows Farm will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for its employees.
2. Green Meadows Farm will maintain a banking relationship in Massachusetts with Century Bank to provide banking services for our company.
3. Green Meadows Farm will use up to date financial software programs for all financial transactions.
4. Green Meadows Farm does not plan to make cash transactions with other Marijuana Establishments. All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.
5. On an annual basis Green Meadows Farm will engage the services of an independent

certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of Green Meadows Farm's finances (books).

6. Green Meadows Farm will maintain a relationship with AAFCPA, an industry-experienced tax and accounting firm for the filing of all required state and federal tax documents, or a similarly experienced professional.
7. At the end of each business day a reconciliation audit will be done on each POS station by the Dispensary Manager.
8. Comprehensive financial audits will be done at the end of every day by the CFO or designee. At the discretion of the CFO the frequency of these audits may be changed to weekly and then monthly.
9. At a minimum, a comprehensive audit by the CFO or designee of all sales transactions will be completed every month.
10. For the first year of operation the CFO will conduct a comprehensive audit of all of the facility's financial records every 3 months and report their findings to the CEO and COO.

Access to the Commission

Green Meadows Farm's electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.00 and 935 CMR 501.00 are subject to inspection.

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

Green Meadows Farm's books, records, papers, and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request.

Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

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

Point of Sale (POS) Systems

Green Meadows Farm will utilize Leaf Logix POS system, which complies with the requirements in G.L. c.62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue ("DOR") Directive 16-1 "Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems".

1. Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold, identifying both and whether the appropriate amount of tax was collected. Along with the data in the POS system, Green Meadows Farm will maintain the following records:
 - a. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
 - b. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
 - c. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
 - d. Memorandum accounts, records or lists concerning inventories, fixed assets, or prepaid items, except in cases where the accounting system clearly records such information; and
 - e. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
 - f. Green Meadows Farm, when necessary, will implement policies and procedures for the accounting of marijuana and non-marijuana sales.

2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
 - a. individual item(s) sold,
 - b. selling price,
 - c. tax due,
 - d. invoice number,
 - e. date of sale,
 - f. method of payment, and
 - g. POS terminal number and POS transaction number.

3. Green Meadows Farm will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail in Leaf Logix is extensive and prohibits the manipulation or alteration of sales data. The audit trail details include, but are not limited to:
 - a. Internal sequential transaction numbers;
 - b. Records of all POS terminal activity; and
 - c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.

Additional Types of Records

The following records will be maintained and stored by Green Meadows Farm and available to the Commission upon request:

- a. Operating procedures as required by 935 CMR 500.105(1) and 935 CMR 501.105(1);
 - i. Security measures in compliance with 935 CMR 500.110 and 935 CMR 501.110;
 - ii. Employee security policies, including personal safety and crime prevention techniques;

- iii. 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 and 935 CMR 501.00.
 - iv. Storage of marijuana in compliance with 935 CMR 500.105(11) and 935 CMR 501.105(11);
 - v. 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;
 - vi. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - vii. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - viii. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - ix. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - x. Alcohol, smoke, and drug-free workplace policies;
 - xi. A plan describing how confidential information will be maintained;
 - xii. 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 regards 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 state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
 - xiii. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
 - xiv. 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).
 - xv. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- b. Operating procedures as required by 935 CMR 500.130(5)
- i. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
 - ii. Policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana

- products from the market, as well as any action undertaken to promote public health and safety;
 - iii. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products are segregated from other products and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must comply with 935CMR 500.105(12);
 - iv. Policies and procedures for transportation. The policies and procedures, at a minimum, must comply with 935 CMR 500.105(13);
 - v. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must comply with 935 CMR 500.105(15); and
 - vi. Policies and procedures for the transfer, acquisition, or sale of marijuana products between Marijuana Establishments.
- c. Operating procedures as required by 935 CMR 500.140(6);
 - i. Policies and procedures for ensuring software is reviewed and prohibits the ability to alter or manipulate sales data
 - ii. A monthly analysis will be conducted of equipment to ensure that no software has been installed that could be utilized to manipulate or alter sales data. A record will be maintained which confirms the monthly analysis has been performed.
 - iii. If monthly analysis determines software was installed that could be utilized to alter or manipulate sales data, the information contained in the findings will be disclosed to the Commission and will cooperate with any action taken by the Commission.
 - iv. Green Meadows Farm will maintain and provide the Commission on a biannual basis accurate sales data during the six months immediately preceding application for the purpose of ensuring an adequate supply of marijuana and marijuana products.
- d. Inventory records as required by 935CMR 500.105(8);
- e. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
- f. Personnel records required by 935CMR 500.105(9)(d), including but not limited to;
 - i. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - ii. A personnel record for each marijuana establishment Agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - 1) All materials submitted to the Commission pursuant to 935 CMR 500.030(2) and 935 CMR 500.030(2) ;
 - 2) Documentation of verification of references;
 - 3) The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - 4) 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;
 - 5) Documentation of periodic performance evaluations;
 - 6) A record of any disciplinary action taken; and
 - 7) Notice of completed responsible vendor and eight-hour related duty training.
- iii. A staffing plan that will demonstrate accessible business hours.
 - iv. Personnel policies and procedures; and
 - v. All background check reports obtained in accordance with 935 CMR 500.030 and 935 CMR 501.030.
- g. Business records, which shall include manual or computerized records of:
 - i. Assets and liabilities;
 - ii. Monetary transactions;
 - iii. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - iv. Sales records including the quantity, form, and cost of marijuana products; and
 - v. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
 - h. Waste disposal records as required under 935 CMR 500.105(12); and
 - i. 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.
 - j. Responsible vendor training program compliance records.
 - k. Vehicle registration, inspection, and insurance records. (If Applicable)

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

760.00 Personnel Policies Including Background Checks

Overview

Green Meadows Farm, LLC (“**Green Meadows Farm**”) will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning Agents, including registration status and background check records. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with Green Meadows Farm. Green Meadows Farm will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each Agent;
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- Background check reports.

Job Descriptions

Director of Operations: Under the supervision of the Chief Executive Officer, the Director of Operations is responsible for the development and overall management of the Security Policies and Procedures for Green Meadows Farm, while implementing, administering, and revising the policies as needed. In addition, the Director of Operations manage and implement the following duties:

- Provide general training to Green Meadows Farm Agents during new hire orientation or-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submission to the executive management team—follow up with Security Agent if needed;
- Maintain lists of Agents authorized to access designated areas of the Green Meadows Farm’s facility, including cash and cannabis product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the Green Meadows Farm facility;
- Lead a working group comprised of the Chief Executive Officer, SVP, Compliance, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Green Meadows Farm Agents and assets;
- Ensure that all required background checks have been completed and documented prior to an Agent performing job functions; ensure Agent is granted appropriate level of access to the facility necessary to complete his / her job functions;
- Maintain all security-related records, incident reports and other reports written by

security Agents;

- Evaluate and determine the number of security Agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents monitor Green Meadows Farm's security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the Green Meadows Farm's facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes patients, caregivers, customers, authorized visitors, and Green Meadows Farm Agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Operations;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the Green Meadows Farm's facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Green Meadows Farm Agents from the facility during non-business hours and perform security checks at designated intervals.

Inventory Manager: The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The Inventory Manager will perform the comprehensive annual inventory in conjunction with the executive management team.

Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate: Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;

- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the tracking software system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring Green Meadows Farm policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at Green Meadows Farm will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for Green Meadows Farm, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of Green Meadows Farm Agents;
- Review and revise Green Meadows Farm personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for Green Meadows Farm Agents under the supervision of the executive management team and department managers;
- Handle any and all Agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Agent Personnel Records

Personnel records for each Agent will be maintained for at least twelve (12) months after termination of the Agent's affiliation with Green Meadows Farm and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.029, and 935 CMR 501.029;
- A copy of the Agent's application that Green Meadows Farm submitted to the Commission on behalf of any prospective Agent;
- Documentation of verification of references;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- The job description or employment contract that includes the Agent's duties, authority, responsibilities, qualifications, and supervisor(s);
- 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;

- Notice of completed Responsible Vendor Training Program and in- house training

- for MT Agents required under 935 CMR 501.105(2), and 935 CMR 500.105(2);
- All background check reports obtained in accordance with state regulations; Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

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

Hiring and Recruitment

Green Meadows Farm Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated or specific positions need to be created in response to company needs. Green Meadows Farm hiring practices will include but are not limited to the following and apply to all types of working situations including hiring, firing, promotions, harassment, training, wages and benefits:

- Equal Employment Opportunity Commission (EEOC) Compliance;
- Green Meadows Farm Diversity Plan and Community Initiatives;
- Green Meadows Farm Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- State and Federal Minimum Wage Requirements; and
- Non-Disclosure and Non-Complete Agreements

Standards of Conduct

Green Meadows Farm is committed to maintaining an environment conducive to the health and well-being of patients, caregivers, customers and employees. It is Green Meadows Farm mission to provide a professional workplace free from harassment and discrimination for employees.

Green Meadows will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to Green Meadows Farm values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance;

or

- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. All harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non- employees directed at Green Meadows Farm employees, patients, caregivers or customers also is condemned and will be promptly addressed.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, and request for the patient, caregiver, or other parties involved to immediately leave the facility. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted on site by employees, patients, caregivers, customers, or other parties. Employees found carrying weapons on Green Meadows Farm facilities will be immediately terminated. Patients, Caregivers, or Customers found carrying weapons on the premises will be asked to leave and / or the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire

The required attire for Registered Agents at Green Meadows Farm varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Hours of Operation

Green Meadows Farm will have employees enter their respective areas for operation during the following times/shifts:

Hours of Operation for Retail

Sunday 10am-6pm
Monday 10am – 7pm
Tuesday 10am-7pm
Wednesday 10am – 7pm
Thursday 10am – 7pm
Friday 10am – 8pm
Saturday 10am-8pm

Hours of Operation for Cultivation and Product Manufacturing Facility

Monday – Friday: 8:00 AM – 6:00 PM

After-Hours Contact Information

Chief Executive Officer: Chris Zawacki – (646) 469-5001 Director of Operations: Jordan Heersink (860) 481-0592

Chief of Staff: Dan Attella (508) 615-9679

Overview of Personnel Policies and Procedures

Standard Employment Practices

Green Meadows Farm values the contributions of its management and staff positions. Green Meadows Farm will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the medical and adult use marijuana program in Massachusetts.

Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

Written Policies

Green Meadows Farm written policies will address, among other things, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, privacy, email policy, state regulations, holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

Investigations

Green Meadows Farm will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with state regulations.

Designated Outside Counsel

Green Meadows Farm may retain counsel specializing in employment law to assist the Human Resources Department with any issues and questions.

Job Status

Job Classifications

Positions at Green Meadows Farm are categorized by rank and by department. The executive management team oversees the overall success of the mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non- Management Employee.

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Community Service Days

There will be a mandatory, recurring company-wide meeting on a quarterly basis. All required personnel will be notified of their required attendance. Certain personnel, such as house-keeping staff, may not be required to attend. Each department may have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at the 60 day mark intervals for new hourly employees during the first year and quarterly thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

Leave Policies

Green Meadows Farm leave policies will comport with all state and federal statutes. All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two (2) weeks in advance and approved by the employee's department manager. Green Meadows Farm observed holidays are identified below. Green Meadows Farm will determine which which departments will not be required to work. Green Meadows Farm will offer maternity and paternity leave in compliance with the MA Paid Family Medical Leave Act.

Green Meadows Farm observes the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;

- Memorial Day;
- Juneteenth Independence Day;
- Independence Day;
- Labor Day;
- Columbus Day;
- Veteran's Day;
- Thanksgiving (CLOSED); and
- Christmas Day (CLOSED).

Disciplinary Policies

Purpose

Green Meadows Farm discipline policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and / or performance issues. The steps outlined below of Green Meadows Farm discipline policy and procedure have been designed consistent with Green Meadows Farm organizational values, best practices, and employment laws.

Violation of Company policies or procedures may result in disciplinary action including documentation, demotion, transfer, discipline, or termination of employment.

The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees using discretion who violate the rules of conduct, Green Meadows Farm's standard operating procedures, or state regulations, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

The Company follows an overarching "Aggregate" Discipline Policy which means that generally, three (3) Written Warnings of any type (progressive or different subjects of warning offenses) within a 12-month rolling period will typically result in termination from employment. Three (3) Written Warnings of any type within a time period longer than a 12-month period may similarly result in termination from employment at the Company's discretion depending on the particular facts and circumstances.

The Company retains the discretion to terminate at any time even where Progressive Discipline is initially attempted. Likewise, where it chooses to utilize Progressive Discipline, it may or may not choose to follow the disciplinary process outlined within the Disciplinary Action and Progressive Discipline Steps listed below. For example, it may choose to skip one or more steps based on the particular facts and circumstances.

There may be allegations of performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the

employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation. Suspensions are not forms of discipline by themselves and are purely used to assist management with diffusing situations and allowing for the proper fact findings to take place, and the appropriate discipline to be issued.

Disciplinary Steps

Step : Verbal Coaching

A verbal Coaching creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within a reasonable time period from the event, the supervisor will prepare written documentation of a Step 1 meeting. The supervisor's documentation will be placed in the employee's personnel file but it does not need to be signed by the employee.

Step: Written Counseling

If addressing a progressive issue, while it is hoped that the performance, conduct, or attendance issues that were identified in a verbal warning have been corrected, Green Meadows Farm recognizes that this may not always be the case. A written counseling involves more formal documentation of the performance, conduct, or attendance issues and consequences. During a written counseling, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and / or conduct expectations. This will be the first written documentation of an issue, including any previous verbal coachings and will be signed by both the manager and the employee.

The company reserves the right to issue a written counseling for certain violations without having previously issued corrective action.

Step : Written Warning

If addressing a progressive issue, while it is hoped that the performance, conduct, or attendance issues that were identified in a verbal warning have been corrected, Green Meadows Farm recognizes that this may not always be the case. Written warning involves more formal documentation of the performance, conduct, or attendance issues and consequences.

During a written warning, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior

relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and / or conduct expectations.. A notice, outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken, may also be included in the written warning and it will be signed by both manager and employee.

The company reserves the right to issue a written warning for certain violations without having previously issued corrective action.

Step: Final Warning

If addressing a progressive issue, while it is hoped that the performance, conduct, or attendance issues that were identified in a verbal warning have been corrected, Green Meadows Farm recognizes that this may not always be the case. A Final Written warning involves more formal documentation of the performance, conduct, or attendance issues and consequences. During a final warning, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and / or conduct expectations.

The company reserves the right to issue a final warning for certain violations without having previously issued corrective action.

Step : Recommendation for Termination of Employment

The most serious step in the discipline procedure is a recommendation to terminate employment. Generally, Green Meadows Farm will try to exercise the progressive nature of this policy by first providing warnings, a final written warning, before proceeding to a recommendation to terminate employment. However, Green Meadows Farm reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

The Company follows an overarching "Aggregate" Discipline Policy which means that generally, three (3) Written Warnings of any type (progressive or different subjects of warning offenses) within a 12-month rolling period will typically result in termination from employment. Three (3) Written Warnings of any type (written or finals) within a time period longer than a 12-month period may similarly result in termination from employment at the Company's discretion depending on the particular facts and circumstances.

Management's recommendation to terminate employment must be approved by the Human Resources Department and department manager or their designee. Final approval maybe required from the CEO or their designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Green Meadows Farm and its employees.

Appeal Process

Employees will have the opportunity to present relevant material that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and / or conduct issues while allowing for an equitable solution.

If the employee does not present this information during any of the step meetings, he or she will have five (5) business days after that meeting to present information.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement.

Documentation

The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from Green Meadows Farm, his or her supervisor must contact the Human Resources Manager to schedule an exit interview, typically to take place on employee's last workday.

Types of Separation

1. Resignation

Resignation is a voluntary act initiated by the employee to end employment with Green Meadows Farm. The employee should provide a minimum of two (2) weeks' notice prior to resignation. . The resignation date must not fall on the day after a holiday and they cannot use paid time off to extend the termination date;

2. Retirement

An employee who wishes to retire is required to notify his or her department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of Green Meadows Farm to give special recognition to employees at the time of their retirement;

3. Job Abandonment

An employee who fails to report to work or contact his or her supervisor for two (2) consecutive workdays will be considered to have abandoned the job without notice effective at the end of the employee's normal shift on the third day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. If the employee eventually contacts Green Meadows Farm with a reason why the termination should not take place this will be considered by the company. Employees who are separated due to job abandonment are ineligible for rehire;

4. Termination

Employees of Green Meadows Farm are employed on an at-will basis, and the company retains the right to terminate an employee at any time;

5. Reduction in Workforce

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process;

6. Release

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal workers of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or other day, as mutually agreed upon.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to uniforms, cell phones, keys, computers, and identification cards. Failure to return some items may result in deductions from final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

Termination of Benefits

An employee separating from Green Meadows Farm is eligible to receive. Two (2) weeks' notice should be given, and the employee must be available to work the full two work-weeks, if they will be paid in lieu of notice. Accrued vacation leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to hiring a former employee. Rehired employees begin benefits just as any other new employee.

Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Compensation

As an employer, Green Meadows Farm believes that it is in the best interest of both the organization and Green Meadows Farm employees to fairly compensate its workforce for the value of the work provided. It is Green Meadows Farm intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

1. The compensation system will price positions to market by using local, national, and industry specific survey data;
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location;
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at Green Meadows Farm, factored for general economic variances, and adjusted to reflect the local economic marketplace;
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure;
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program;

6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

The executive management team will give final approval for the compensation system that will be used by Green Meadows Farm:

1. On an annual basis, the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process;
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonus, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

2. The CEO is charged with ensuring that Green Meadows Farm is staffed with highly qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget;
3. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions;
4. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market-priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

Agent Background Checks

- In addition to completing the Commission's Agent registration process, all Agents hired to work for Green Meadows Farm will undergo a detailed background investigation prior to being granted access to a Green Meadows Farm facility or beginning work duties.
- Background checks will be conducted on all Agents in their capacity as employees or volunteers for Green Meadows Farm pursuant to state regulations and will be used by the Security and Loss Prevention Manager, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: I CORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment Agent with the licensee;

- For purposes of determining suitability based on background checks performed in accordance with state regulations, Green Meadows Farm will consider:

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction;
- b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability;
- c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in state regulations commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration;

- Suitability determinations will be made in accordance with the procedures set forth in state regulations. In addition to the requirements established in state regulations, Green Meadows Farm will:

- a. Comply with all guidance provided by the Commission and state regulations to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination;
- b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under state regulations. In the event a Presumptive Negative Suitability Determination is made, Green Meadows Farm will consider the following factors:
 - Time since the offense or incident;
 - Age of the subject at the time of the offense or incident;
 - Nature and specific circumstances of the offense or incident;
 - Sentence imposed and length, if any, of incarceration, if criminal;
 - Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - Relationship of offense or incident to nature of work to be performed;
 - Number of offenses or incidents;
 - Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense

including, but not limited to, professional or educational certifications obtained; and

- Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS;
- Upon adverse determination, Green Meadows Farm will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement. After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Green Meadows Farm along with any legal notices required;
 - All suitability determinations will be documented in compliance with all state regulations and guidance provided by the Commission;
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission;
 - References provided by the Agent will be verified prior to the time of hire;
 - As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues;
 - As a condition of their continued employment, Agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Green Meadows Farm or the Commission.

#770.00 Qualifications and Training

Green Meadows Farm is committed to being compliant with all regulations outlined in 935 CMR500.000, and 935 CMR 501.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB” or “the Commission”) or any other regulatory agencies.

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

The minimum requirements to become a Green Meadows Farm Marijuana Agent (“Agent”) are outlined below. All Green Meadows Farm board members, directors, employees, executives, managers, or volunteers will register with the Commission as an Agent. All Green Meadows Farm Agents must;

1. Be 21 years of age or older;
2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of other Jurisdictions; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800, 801,802, and 935 CMR 501.800, 801, and 802.

Green Meadows Farm will develop a job description for all positions with the company. While all Agents must meet the qualifications listed above, several of our positions will require additional qualifications depending on the required duties. Pursuant to 935 CMR 500.105(2)(a), and 935 CMR 501.105(a) we will ensure all Green Meadows Farm Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

1. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training will include, but not be limited to;
 - a. Code of Conduct;
 - b. Verifying Identifications;
 - c. Marijuana Regulations;
 - d. Security and Safety;
 - e. Emergency Procedures/Disaster Plan;
 - f. Diversion of Marijuana;
 - g. Terminatable Offences;
 - h. Confidential Information;
 - i. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
 - i. Alcohol, smoke, and drug-free workplace;
 - ii. Equal Employment Policy;
 - iii. Anti-Harassment and Sexual Harassment Policy;
 - iv. Americans with Disability Act;
 - v. Employee Assistance Policy; and
 - vi. Diversity Plan

2. After the initial training(s) are completed, Agents will be trained on job specific areas depending on their duties. This training will be done in a classroom setting, online or computerized, on the job training (“OJT”) or through external training platforms.
3. All Green Meadows Farm Agents will receive a minimum of 8 hours of training annually.
4. Green Meadows Farm will record, maintain, and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Personnel File. Training records will be retained by Green Meadows Farm for at least one year after the Agents’ termination.
5. Within 90 days of hire, Green Meadows Farm will require all of its Agents to attend and complete a minimum of 4 hours of Responsible Vendor Training Program to become designated as a “responsible vendor.” Any additional RVT hours over the four-hour RVT requirement may count toward the eight-hour total training requirement.
 - a. Any Green Meadows Agent who is both a Marijuana Establishment Agent and MTC Agent will receive the training required for each license under which the Agent is registered, including, without limitation, with respect to patient privacy and confidentiality requirements, which may result in instances that would require such an Agent to participate in more than eight hours of training.
 - b. Green Meadows Farm will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.
6. All Green Meadows Farm Agents responsible for tracking and entering product into the Seed-to-sale SOR (Metrc) will receive training in a form and manner determined by the Commission.

Green Meadows Farm will provide training and training opportunities to its employees. Green Meadows Agents responsible for tracking and entering product into the Seed-to-sale SOR will receive training in a form and manner determined by the Commission. At a minimum, our Agents will receive eight hours of on-going training annually. As a CMO, Green Meadows Agents may receive the training required for each license under which the Agent is registered, including, without limitation, with respect to patient privacy and confidentiality requirements, which may result in instances that would require an Agent to participate in more than eight hours of training. In addition to required training, Green Meadows Farm will require advanced training to our employees in the areas of Safety and Security, Marijuana Science or other areas then enhance the Company’s, our Agents, and our customers safety. These training will include:

1. All Agents who handle marijuana or marijuana products will be trained on basic food safety prior to or during the first day of employment.
 - a. Include basic food safety training as part of new employee orientation.
 - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;

- c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
- 2. All employees engaging in the processing or packaging of Marijuana will be trained and certified in:
 - a. SERVSAFE Massachusetts Allergen Training Program
 - b. SERVSAFE Food Handler Program
- 3. Cultivation staff will receive bi-annual in-service training on food safety, including food allergy awareness and HACCP.
- 4. All Managers in cultivation, processing and packaging will be trained as a Certified Food Protection Manager (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
- 5. All trainings will be filed in employee records.

1420.00 Energy Efficiency and Conservation Policies

Overview

Green Meadows Farm, LLC (“Green Meadows Farm”) will demonstrate consideration of the following factors:

1. Identification of potential energy use reduction opportunities (such as natural lighting 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, 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.

To the extent updates are required to the information provided for initial licensure, Green Meadows Farm will submit an updated energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with a renewal application submitted under 935 CMR 500.103(4) and 935 CMR 501.103(4).

Green Meadows Farm will use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission. Each license renewal application under 935 CMR 500.103(4) and 935 CMR 501.103(4) will include a report of Green Meadows Farm’s energy and water usage over the twelve-month period prior to the date of application.

Energy Efficiency and Conservation

Green Meadows has identified potential energy efficiency measures and a plan for implementation of such opportunities. Our facility has been fully designed with features including energy efficient, tunable LED lighting with an increased micro mole production efficiency of over 35% - 40% when compared to traditional HID light systems. To further demonstrate Green Meadows’ compliance with the energy efficiency and conservation regulations, a letter prepared by Fuss & O’Neill, Inc., a Massachusetts Licensed Professional Engineer and supporting documentation is attached as Document D.

GMF has included insulated drop ceilings and select window shades in the design to reduce the cooling demand of the facility.

Green Meadows is also pursuing the additional lighting strategies to reduce electric demand. We will use active load management strategies that include turning our tunable LED cultivation lights on in a delayed sequence to prevent a sudden spike in electrical demand and offsetting the majority of the vegetative photoperiod from the flower photoperiod to reduce the duration of peak energy demand. Green Meadows will also reduce electrical demand through the use of advanced environmental monitoring and control equipment that will use staged, responsive, and predictive set points, in contrast to static set points, to optimize energy use required to achieve the required setpoint. Green Meadows Farm’s ultimate goal will be to level load energy consumption to a more predictable, flattened consumption across each day. We will use this information, once actual electricity consumption increases and the usage is more predictable. We will interview and assess this dynamic load leveling with a third party energy broker.

Green Meadows is working with Linnaeus Lighting to create an energy efficient lighting plan and plans to use LINNAEUS LIGHTING (or comparable) – HELIX (2.7 micromoles/J) and LINNAEUS LIGHTING – APEX (2.6 micromoles/J) found here: <https://linnaeuslighting.com/products/>.

It's worth noting that conservation efforts towards water in our customer parking lot on 19 Mill Street will also be made through smart nutrient and moisture management and features such as a rain garden in the parking lot. The rain garden will allow greater rainwater surface penetration to promote groundwater recharge and reduce the impact of the impervious area of the parking lot.

Additionally:

- The facility water filtration system will create a minimal amount of water lost (between 5% - 10%) during backflush in comparison to typical RO filter systems that can create up to 50% wastewater during normal operation.
- The facility irrigation system will monitor environmental factors such as soil moisture and EC, light levels, and temperature and humidity and will make decisions based on these factors to provide the minimal amount of water needed to optimize production.

Green Meadows Farm has considered opportunities for renewable energy generation. Our team is dedicated to consistently striving for sustainability and emissions reduction. The Green Meadows team reviewed options for solar energy but ultimately decided to hold off on the pursuit of these options due to financial constraints at the time of review. Green Meadows intends to regularly review renewable energy options as it exits the startup phase of business and enters profitability.

Energy Efficiency and Equipment Standards

Green Meadows Farm will satisfy minimum energy efficiency and equipment standards established by the Cannabis Control Commission (the "Commission") and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) prior to obtaining a final license under 935 CMR 500.103(2).

Green Meadows Farm will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), or applicable departments and divisions of the Executive Office of Energy and Environmental Affairs to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission. Each license renewal application under 935 CMR 500.103(4) will include a report of Green Meadows Farm's energy and water usage over the twelve-month period prior to the date of application.

Building Code Requirements

Green Meadows Farm's cultivation facility will meet minimum Massachusetts Building Code

requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*.

Lighting

Green Meadows Farm's facility is listed as above Tier 1 or Tier 2 and therefore must meet the requirements of 36 watts/ square foot or less. The total HLSF (Horticultural Lighting Square Foot) is 12,940 square feet and the HLE (Horticultural Lighting Equipment) is 385,604 watts giving a HLDP (Horticultural Lighting Power Density) of 29.7 watts per square foot.

HVAC

Green Meadows Farm's Heating Ventilation and Air Condition (HVAC) and dehumidification systems meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780CMR: *State Building Code*). Green Meadows Farm will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that these systems have been evaluated and sized for the anticipated loads of the facility.

Safety Protocols

Green Meadows Farm has established and documented safety protocols to protect workers and consumers (e.g., eye protection near operating grow light), as further described in the Workplace Safety Plan.

Green Meadows Farm will document renewable or alternative energy credits that represent a portion of the energy usage not generated onsite, has been purchased and retired yearly.

Before final licensure Green Meadows Farm will demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation and submission of building plans under 935 CMR 500.10.

The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b). Green Meadows Farm will regularly check for such guidelines and continue to follow the Commission's standards.

#1600.00 Quality Control and Testing

Quality Control in the Handling Marijuana

Green Meadows Farm, LLC ("Green Meadows Farm") will comply with the following sanitary requirements:

1. Any Green Meadows Farm agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.00, and all edible marijuana products will be prepared, handled, and stored in compliance with sanitation requirements in 105 CMR 500.00, and with the requirements for food handlers, specified in 105 CMR 300.000. As we manufacture products, at least one manager in each Cultivation and Product Manufacturing will be certified in Food Handling and Food Allergens by a nationally accredited food safety certification course vendor and will oversee product manufacturing operations.
2. Any Green Meadows Farm agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Green Meadows Farm's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Green Meadows Farm's production areas and where good sanitary practices require employees to wash and sanitize their hands and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices. Specifically, hand-washing facilities are in Primary Extraction, Refinement, and the Restrooms.
4. Green Meadows Farm's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Green Meadows Farm will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. Please refer to Green Meadows Farm Marijuana Waste Process & Procedures SOP for a detailed summary of our current disposal procedures.
6. Green Meadows Farm's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Green Meadows Farm's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Green Meadows Farm's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Green Meadows Farm will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of Marijuana. The Commission may require Green

Meadows Farm to demonstrate the intended and actual use of any toxic items found on the premises;

11. Green Meadows Farm will ensure that its water supply is sufficient for necessary operations. Any private water source will be capable of providing a safe, potable, and adequate supply of water to meet the Green Meadows Farm's needs;
12. Green Meadows Farm's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from Green Meadows Farm. There will be no cross-connections between the potable and wastewater lines;
13. Green Meadows Farm will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Green Meadows Farm will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Green Meadows Farm will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.
16. Green Meadows Farm's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements. The interior of the transportation vehicles will be cleaned daily if not at a greater frequency.

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

Quality Control Sampling

Per 935 CMR 500.002 and 935 CMR 501.002, Definitions, a Quality Control Sample ("QC sample") means a sample of Marijuana or Marijuana Product developed by a Marijuana Cultivator, a Marijuana Product Manufacturer, a Microbusiness, or a Craft Marijuana Cooperative that is provided internally to employees for purposes of ensuring product quality and making determinations about whether to sell the Marijuana or Marijuana Product.

Green Meadows will institute a quality control sampling program in compliance with 935 CMR 500.120(14). This program will allow for GMF to provide up to four grams of flower per strain, but no more than seven strains per calendar month to its employees for the purpose of quality control sampling to ensure product quality is in line with the company's expectations.

All QC samples shall be assigned a unique, sequential alphanumeric identifier and entered into Metrc as a "Quality Control Sample."

All QC samples will be labeled with the following:

1. A statement that reads: "QUALITY CONTROL SAMPLE NOT FOR RESALE";
2. The name and registration number of the Marijuana Cultivator;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and

4. A unique sequential, alphanumeric identifier assigned to the Cultivation Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

As conditions for providing this program to employees the following will be set in place to ensure compliance with all state laws and regulations:

1. May not be consumed on the licensed Premises;
2. May not be sold to another licensee or Consumer; and
3. Shall be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products.

Upon providing a Quality Control Sample to an employee, the Marijuana Cultivator shall record:

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

Recalls

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

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

Quality Control – Sanitation Standard Operating Procedure (SOP)

Green Meadows Farm will be operated in compliance with safe food handling and sanitation standards and regulations. All equipment in the facility will comply with the design and construction standards of nationally recognized standards and/or code requirements and bear the certification mark of an American National Standards Institute (ANSI)-accredited organization (e.g. NSF, UL, ETL).

1. All product contact surfaces will be smooth, durable, and easily cleanable. The walls, ceiling and floors of all cultivation, processing and storage areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair. There must be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
2. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
3. Floor drains and floors are effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.
4. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or marijuana products-packaging materials. Piping and conduit is at least 25 mm (2.5 cm) from the walls and ceilings.
5. Aisles or working spaces are provided between equipment and walls and are adequately

unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating infused or marijuana products or infused or marijuana products-contact surfaces with clothing or personal contact.

6. Lighting and light fittings will be shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over cultivation, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage. Suspended lighting is constructed from non-corrodible and cleanable assemblies. Adequate lighting will be installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products are examined, processed, or stored and where equipment or utensils are cleaned. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers. Green Meadows Farm will ensure adequate safety lighting in all production, processing, and storage areas, as well as areas where equipment or utensils are cleaned.
7. Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition.
8. Adequate ventilation or control equipment will be installed to minimize odors and vapors (including steam and noxious fumes) in areas where they may contaminate marijuana products. Fans and other air-blowing equipment shall be operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
9. Handwashing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature. Handwashing will be located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands. Green Meadows Farm will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
10. The facility water supply comes from the municipal water supply and is sufficient for necessary operations. The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There will be no cross-connections between the potable and wastewater lines. The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.
11. All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

Contamination Control

1. All entrance and exit doors to the facility will be self-closing and metal commercial-grade metal. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside. Sticky mats are strategically placed throughout the facility to collect pest and contaminants from foot ware.
2. Employees are required to have the following personal protective equipment (PPE):
 1. Scrub tops, issued by company, if Cultivation/CP staff. All others, including visitors, should wear issued lab coats (if walking through facility) or disposable lab coats for harvest activities.
 2. 1.5 - disposable gloves
 3. Hair net or clean hats/head covering

4. Face mask (during COVID)
5. Beard net (as applicable)
6. Shoe booties (all)
7. Safety glasses for horticultural lighting, per Energy Compliance guidance document & regs.
8. Eye safety glasses, as activities demand

Any visitors will be required to put on the same level of PPE as the Cultivation staff prior to entering the Cultivation and Product Manufacturing areas. However, Lab coats will be a requirement for any visitors as they will NOT be wearing the laundered tees. Lab coats and all required PPE will be washed and laundered by a contracted launderer, horticultural lighting safety glasses or eye protection will be available for all, they are not a requirement given the type of lights throughout the facility. They will be available to all visitors.

3. Training: All employees will be trained on general pest prevention practices.
4. Green Meadows Farm will contract with a third-party pest company to help monitor, detect, and prevent pests in the facility.
5. Handling and storage of marijuana product or marijuana plant waste: All marijuana plant waste will be placed in the "Marijuana Waste" container located in each cultivation and processing area. This container must be impervious and covered at all times. At the end of every day, the "Marijuana Waste" container must be emptied, and the contents transferred to the Marijuana Waste Room. All plant waste will be stored in the waste room in sealed containers until disposal.
6. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles, Recyclable, Organic and Solid Waste. At the end of every day these containers will be emptied, and the contents removed and placed in the appropriate containers to await pickup.
7. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. will be stored in an area away from production, processing, and storage areas.

Sanitation

All marijuana products will be prepared, handled, and stored in compliance with;

1. The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*;
 2. The sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*; and
 3. The requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*
1. Storage- Separate storage rooms will be utilized for finished marijuana products.
 2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
 - a. Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.
 - b. Each handwashing sink will be provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
 - c. Handwashing sinks will be of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas.

Handwashing sinks will be easily accessible and may not be used for purposes other than handwashing.

3. Toilet Room- A toilet room shall be available for use by all workers. Ventilation will be provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toiletrooms.
4. Manual Cleaning and Sanitizing- For manual cleaning and sanitizing of equipment and utensils, a stainless steel three-compartment sink will be used.
 - a. The sink compartments shall be large enough to hold the largest pot, pan or piece of equipment.
 - b. Each compartment will be supplied with adequate hot and cold potable running water. Integral drainboards of adequate size shall be provided on both sides of the sink for cleaned and soiled utensils.
 - c. A floor drain will be located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying.
 - d. Stainless Steel racks, shelves or dish tables are to be provided adjacent to the warewash sink.
 - e. An approved chemical test kit for determining sanitizer strength will be available and used.
 - f. Manual Warewashing Procedure
 - i. Rinse, scrape, or soak all items before washing.
 - ii. Record the date, sanitizer water temperature or test strip results, and initial record on Manual Warewashing Monitoring Form.
 - iii. Wash items in the first sink in a detergent solution. Water temperature should be at least 110°F. Use a brush, cloth, or scrubber to loosen remaining soil. Replace detergent solution when suds are gone, or water is dirty.
 - iv. Immerse or spray-rinse items in second sink. Water temperature should be at least 110°F. Remove all traces of food and detergent. If using immersion method, replace water when it becomes cloudy, dirty, or sudsy.
 - v. Immerse items in third sink filled with hot water or a chemical-sanitizing solution.
 1. If hot water immersion is used, the water temperature must be at least 180°F. Items must be immersed for 30 seconds. Proper personal protective equipment should be worn.
 2. If chemical sanitizing is used, the sanitizer must be mixed at the proper concentration. (Check at regular intervals with a test kit.) Water must be correct temperature for the sanitizer used.
 - a. The strength of the sanitizer must be measured in accordance with manufacturer's instructions.
 - vi. To avoid recontamination of clean and sanitary items:
 1. Air dry all items on a drainboard.
 2. Wash hands prior to returning to storage.

Warewashing Sink Setup

WASH	RINSE	SANITIZE
110°F	110°F	180°F or

Soapy Water	Clear Water	Chemical Sanitizer
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Chemical Solution	Concentration Level	Minimum Temperature	Minimum Immersion Time
Chlorine Solution	25mg/l minimum	120°F	10 seconds
	50mg/l minimum	100°F	10 seconds
	100mg/l minimum	55°F	10 seconds
Iodine Solution	12.5-25.0mg/l	75°F	30 seconds
Quaternary Ammonium Solution	200 ppm maximum	75°F	30 seconds

- g. Equipment Cleaning and Sanitizing Procedure
 - h. Disassemble removable parts from equipment.
 - i. Use the three-sink method to wash, rinse, and sanitize all parts. Verify sanitizer concentration for each meal period and as necessary per policy.
 - 1. Quaternary ammonia –200 ppm and immerse for 30 seconds
 - 2. Iodine –12.5-25.0 ppm and immerse for 30 seconds
 - 3. Chlorine –50-99ppm and immerse for 7 seconds
 - ii. Wash, rinse, and sanitize all food contact surfaces of the equipment that are stationary.
 - iii. Allow all parts of the equipment to air dry.
 - iv. After being rinsed and sanitized, equipment and utensils should not be rinsed before air-drying, unless the rinse is applied directly from a ware washing Machine or the sanitizing solution calls for rinsing off the sanitizer after it has been applied in a commercial ware washing Machine.
 - v. Re-assemble the equipment.
 - i. Product Preparation Surfaces- These surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
 - i. Pre-scrape surface to remove gross soils.
 - ii. Wash surface with recommended strength solution of pot & pan detergent.
 - iii. Rinse with water and wipe dry.
 - iv. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
 - 1. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds and allow to air dry.

Personnel

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
 - a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Board of Health.
 - b. Green Meadows Farm will voluntarily comply with any and all isolation and/or quarantine orders issued by the Board of Health, the Department of Public Health, or the Cannabis Control Commission.
 - c. Green Meadows Farm Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition.
 - i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.
2. Green Meadows Farm will conform to sanitary practices while on duty, including:
 - a. Maintain adequate personal cleanliness:
Grooming:
 - i. Arrive at work clean – clean hair, teeth brushed, bathed, and used deodorant daily.
 - ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
 - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
 - iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
 - When entering the facility before work begins.
 - Immediately before preparing or processing products or handling equipment.
 - As often as necessary during cultivation or product preparation when contamination occurs.
 - In the restroom after toilet use and when you return to your workstation.
 - When switching between working areas.
 - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
 - After cleaning duties.
 - Between each task performed and before wearing disposable gloves.
 - After eating or drinking.
 - Any other time an unsanitary task has been performed – i.e.

taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.

- a. Wash hands only in hand sinks designated for that purpose.
- b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

- i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
- ii. Wear laundered shirt on site, as appropriate.
 - Do not wear laundered shirt to and from work.
 - Take off laundered shirt before using the restroom.
 - Remove laundered shirt when leaving the production or processing area.
 - Change laundered shirt if it becomes soiled or stained.
- iii. Wear disposable gloves with any cuts, sores, rashes, or lesions.
- iv. Wear gloves when handling products or product ingredients that will not be heat-treated.
- v. Wear gloves when packaging products.

- vi. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

Hair Restraints and Jewelry:

- i. Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.
- ii. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.
- iii. Refrain from wearing jewelry in the food/product production and processing area.
 - Only a plain wedding band.
 - No necklaces, bracelets, or dangling jewelry are permitted.
 - No earrings or piercings that can be removed are permitted.

Cuts, Abrasions, and Burns:

- i. Bandage any cut, abrasion, or burn that has broken the skin.
- ii. Cover bandages on hands with gloves and finger cots and change as appropriate.
- iii. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

- i. Green Meadows Farm facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- ii. Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed product, clean equipment, and utensils.
- iii. Refrain from chewing gum or eating candy during work in a food/product production or processing area.

Training

Green Meadows Farm will provide training and training opportunities to all of its employees. In addition to required training, Green Meadows Farm will encourage advanced training to all employees in the area of Plant Safety, Safe Cultivation Processes, and Good Manufacturing Practices.

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

Handling and Processing of Marijuana Sanitary Manner

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

- Well-cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, pests, and bacterial diseases; satisfying the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and if applicable, 105 CMR 590.000: State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments;
- Prepared and handled on food-grade stainless steel tables with no contact with an agent's bare hands; and
- Packaged in the Packaging Room, a secure area.

All edible products will be prepared, handled, and stored in compliance with sanitation requirements.

Testing

Green Meadows Farm will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as otherwise allowed. No marijuana product will be sold or otherwise marketed for use that has not first been tested by an

Independent Testing Laboratory and deemed to comply with the standards required pursuant to 935 CMR 500.160, and 935 CMR 501.160. Testing of Green Meadows Farm's marijuana products will be performed by an Independent Testing Laboratory in compliance with any and all requisite regulatory protocols, including, but not limited to, the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products ("Protocol"). All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with all regulatory requirements pursuant to 935 CMR 500.105(13), and 935 CMR 501.105(13).

Marijuana will be tested for the Cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant growth regulators, and the presence of Pesticides. In compliance with the Protocol, testing for all production batches of finished plant material will include pesticides and plant growth regulators and production batches to be dispensed as finished Product will be tested for Metals, Bacteria, fungi, mycotoxins, and Cannabinoid profile. All Products sold as resin or concentrates will be tested for Solvents (if used) and Metals with only production batches to be dispensed as finished Product tested for Bacteria, fungi, mycotoxins, and Cannabinoid profile. Edibles, tinctures and topicals will be tested for bacteria, fungi, mycotoxins, and Cannabinoid profile. In addition, all Products will be tested in accordance with Commission guidance and orders in place at the time of testing.

Our Adult-use single-servings of marijuana products tested for potency in accordance with 935 CMR 500.150(4)(a) will be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Marijuana and marijuana products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

Green Meadows Farm's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Testing of Green Meadows Farm's environmental media will be performed in compliance with any and all requisite regulatory protocols. Green Meadows Farm will be using a blend of coco, peat, perlite, compost, and other organic amendments (assuming 'environmental media' is talking about the grow media) which will be tested prior to initial use and each time new source is used.

All excess marijuana will be disposed in compliance with regulatory requirements, either by the Independent Testing Laboratory returning excess marijuana to Green Meadows Farm for disposal or by the Independent Testing Laboratory disposing of it directly. Green Meadows Farm will maintain testing results in compliance with all regulatory requirements and the Green Meadows Farm's recordkeeping policies and will maintain the results of all testing for no less than one year. Testing dates in excess of one year will be deemed expired and may not be dispensed, sold, transferred, or otherwise conveyed until retested.

Pursuant to 935 CMR 500.130(4), and 935 CMR 501.130(4) Green Meadows Farm will provide documentation of our compliance, or lack thereof, with the testing requirements of 935 CMR 500.160, and 935 CMR 501.160 and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect Marijuana Products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation to all marijuana establishments that we sell or otherwise transfer marijuana to. Required testing includes:

1. Cannabinoid Profile
2. Contaminants as specified by the Commission including, but not limited to:
 - a. Mold
 - b. Mildew
 - c. Heavy metals
 - d. Plant-Growth Regulators and
 - e. Pesticides

Green Meadows Farm will maintain the results of all testing for no less than one year. All testing results shall be valid for one year. All testing will be conducted in accordance with the frequency required by the Commission.

Responding to Laboratory Results

Green Meadows Farm will ensure our policy for responding to laboratory results that indicate contaminant levels are above acceptable limits are available to Registered Qualifying Patients and Personal Caregivers, as identified in 935 CMR 501.160(1), and 935 CMR 501.160.

If a laboratory test result indicates that a Green Meadows Farm marijuana product sample has contaminant levels above the acceptable limits, Green Meadows Farm will:

1. Immediately segregate the cultivation or production batch and evaluate next steps.
 - a. The Cultivation Production Manager and CEO will determine whether to:
 - i. Retest the Cultivation/Production Batch
 - ii. Remediate the Cultivation/Production Batch
 - iii. Dispose of Cultivation/Production Batch
2. If the test result indicates a contaminant level for Pesticides that is above the acceptable limits the Production Batch will be immediately disposed of.
3. If it is determined that the Production Batch cannot be remediated, it will be disposed of immediately.
 - a. Green Meadows Farm Cultivation, Production Manager or CEO will:
 - i. Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated and is being disposed of;
 - ii. Notify the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission;
 - iii. The notification will be from Green Meadows Farm, and the Independent Testing Laboratory, separately and directly.
 - iv. This notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
4. In the case of any test result that indicates that a Green Meadows Farm marijuana product

sample has contaminant levels above the acceptable limits, the Cultivation, Production Manager or CEO will conduct an assessment of the source of the contamination.

- a. This extensive assessment will include investigating all possible sources of contamination including water, media, nutrients, environmental conditions, and employee factors.
 - b. The assessment should include a corrective action plan and be shared as a training tool with all Green Meadows Farm Agents.
5. Once Green Meadows Farm receives notice that Marijuana or a Marijuana Product submitted for testing has failed any test for contaminants will either reanalyze the Marijuana or Marijuana Product without remediation, take steps to remediate the identified contaminants or dispose of the Marijuana or Marijuana Products. We will take the following steps determined upon our decision:
- a. Reanalysis by a Second ITL. If we choose to reanalyze the sample, a sample from the same batch will be submitted for reanalysis at the ITL that provided the initial failed result. If the sample passes all previously failed tests at the initial ITL, a sample from the same batch previously tested will be submitted to a second ITL other than the original ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample shall have passed the Second Confirmatory Test at a second ITL. Any Marijuana and Marijuana product that fails the Second Confirmatory Test may not be sold, transferred, or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, Green Meadows Farm will dispose the failed product.
 - b. Remediation. If we choose to remediate, a new test sample will be submitted to any licensed ITL, which may include the initial ITL, for a full-panel test. Any failing Marijuana or Marijuana product may be remediated a maximum of two times. Any Marijuana or Marijuana product that fails any test after the second remediation attempt may not be sold, transferred, or otherwise dispensed to Consumers, Patients or Licensees. Green Meadows Farm will dispose of the product.
 - c. Dispose. If we choose to dispose the Marijuana or Marijuana Products, Green Meadows Farm will do so in compliance with 935 CMR 500.105, and 935 CMR 501.105.

Additional Marijuana Testing Requirements

1. Clones are subject to these testing provisions but are exempt from testing for metals.
2. All transportation of Marijuana to and from Independent Testing Laboratories providing Marijuana testing services will comply with 935 CMR 500.105(13), and 935 CMR 501.105(13).
3. All storage of Marijuana at a laboratory providing Marijuana testing services shall comply with 935 CMR 500.105(11), and 935 CMR 501.105(11).
4. All excess Marijuana must be disposed of in compliance with 935 CMR 500.105(12), and 935 CMR 501.105(12) by the Independent Testing Laboratory disposing of it directly.
5. Green Meadows Farm will not sell or otherwise market Marijuana or 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, and 935 CMR 501.160.
6. For Adult-use single-servings of Marijuana Products tested for potency will be in accordance with 935 CMR 500.150(4)(a) and are subject to a potency variance of no greater

than plus/minus ten percent (+/- 10%).

Environmental Media Testing (e.g., soils, solid growing media, and water)

1. All source soils and solids shall be sampled and analyzed prior to use in cultivation.
2. All source soils and solids shall be sampled and analyzed whenever a new source material is utilized (e.g., different source soil location or different source solid manufacturer).
3. All source soils and solids shall be sampled and analyzed in compliance with *Protocol for Sampling and Analysis of Finished Medical Marijuana and Marijuana-Infused Products for Massachusetts Registered Medical Dispensaries*.

2000.00 Plan for Separating Adult Use from Medical Operations

Green Meadows Farm is committed to being compliant with all regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB” or “the Commission”) and any other requirements or sub-regulatory guidance issued by any other regulatory agency. The purpose of this plan is to outline the responsibilities of Green Meadows Farm, our management team and Agents to ensure there is separation between medical use of marijuana operations and recreational marijuana operations in compliance with all regulations and laws.

General Requirements

Green Meadows Farm will comply with the requirements for physical and virtual separation of medical- use and adult use marijuana and marijuana products. Green Meadows Farm will implement procedures for virtual, i.e., electronic, separation of medical-use and adult-use marijuana, MIPs, and marijuana products subject to Commission approval. Green Meadows Farm will use of plant or package tags in the Seed-to-sale SOR (METRC System) for this separation.

Green Meadows Farm will attach plant tags to all marijuana clones and plants and attach package tags to all finished marijuana, MIPs and marijuana products and enter any remaining inventory, including seeds, into the Seed-to-sale METRC system, as well as our own inventory system.

Green Meadows Farm will only transfer product pursuant to 935 CMR 500.105(8), and 935 CMR 501.000(8). Transfers of marijuana product will occur from our cultivation and product manufacturing to our retail establishment in Southbridge.

Inventory

Pursuant to 935 CMR 500.105(8), and 935 CMR 501.105(8), as a Colocated Marijuana Operation that is cultivating, processing and selling marijuana products for medical use as well as marijuana products for adult use we will ensure we create virtual separation of the products. Using the seed to sale software system, Green Meadows Farm will designate and track all marijuana and marijuana products as medical and adult use through the use of package tags in the Seed-to-sale SOR (“METRC”).

Green Meadows Farm will ensure that medical use of marijuana patients have access to the quantity and variety of marijuana products by:

4. Marijuana products reserved by Green Meadows Farm for patient supply will be maintained on site at our colocated facility.
5. For the first 6 months of operation, Green Meadows Farm will reserve 35% of our inventory for medical use of marijuana patients. This will include 35% of each type and strain of marijuana and each type of marijuana products including oils, tinctures and edibles.

- a. On a weekly basis Green Meadows Farm will conduct an audit of patient supply to access if a larger percentage of inventory should be held for patients.
 - i. This audit will be retained for no less than 6 months.
- 6. After Green Meadows Farm has been open and dispensing for a period of six months an analysis of sales data will be conducted of all products sold to patients over the preceding 6 months.
 - a. Using this analysis Green Meadows Farm will determine the amounts sufficient to meet the patient demand for marijuana products.

Marijuana products reserved for patient supply will, unless unreasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six months. If a substitution must be made, the substitution shall reflect as closely as possible the type and strain no longer available.

On a quarterly basis, Green Meadows Farm will submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical-use products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, Green Meadows Farm will submit a report to the Commission in a form determined by the Commission.

Marijuana products reserved for patient supply will be maintained on-site at the retail establishment. If our on-site supply of medical-use marijuana becomes low, we will immediately transfer product from our Cultivation/Product Manufacturing Establishment.

Reporting

Green Meadows Farm will maintain and provide to the Commission on a biannual basis accurate sales data collected during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products.

Point of Sale

Green Meadows Farm will use best efforts to prioritize patient and caregiver identification verification and physical entry into its retail area.

- 1. Green Meadows Farm will have one or more separate Point of Sale (“POS”) station(s) reserved solely for medical marijuana sales to Qualifying Patients or their Personal Caregivers. These POS station will:
 - a. Be ADA compliant for wheelchair and scooter access.
 - b. Be clearly marked that the POS station is for medical sales only.
 - c. Be separated from the other POS stations with the use of semi-permanent stanchions with ropes or belts that create a physical barrier between medical and adult sales.

- i. The stanchion and rope system will also create a separate line for patients and caregivers and will be clearly marked with a sign stating that these POS stations are for medical sales only.
 - d. The other POS stations will be clearly marked by signage stating that these lines and POS stations are for all sales, including medical.
 - e. Our patient marketing and patient/consumer education materials will also state that medical sales may be done at any POS station and that the holder of a medical registration card may use either line and shall not be limited only to the medical use line.
- 2. The facility will have an area that is separate from the sales floor that allows for confidential consultation. The Consultation Room will have signage that reads, "Consultation Area" and will be accessible by a Qualifying Patient or caregiver without having to traverse a Limited Access Area.
- 3. Virtual Separation of medical and adult sales will happen at the POS station. The Green Meadows Farm POS System will be equipped to track medical and adult sales internally.
 - a. For each transaction, the Green Meadows Farm Guest Services Associate will ask each customer if there are any medical marijuana sales that will be completed.
 - i. If the answer is no, the Guest Services Associate will re-verify the customer's age by checking the customer's government issued ID card and entering the entire order as adult use and taxed and recorded appropriately.
 - ii. If the customer states that medical sales are included, the Guest Services Associate will request the Patient Registration Card issued by the Cannabis Control Commission and their second form of identification.
 - 1. The Guest Services Associate will enter the patient/caregiver information through the Commission-supported databases and verify the patient/caregiver registration is valid and that the patient's 60-day supply has not been reached.
 - 2. The Guest Services Associate will fill the patient/caregiver order and ask which items are for medical use.
 - a. If all items are for medical use the Guest Services Associate will first enter the amounts of marijuana purchased into the MassCIP and ensure that the amount does not exceed the patient's 60-day supply.
 - b. The order will be entered into the POS System. For each item or stock keeping unit ("SKU") the Guest Services Associate will designate it as medical sales and the system will record it as such and not tax the transaction.
 - c. If only some of the items are for medical use the Guest Services Associate will first enter the amounts of marijuana purchased into the Commission-supported database and ensure that the amount does not exceed the patient's 60-day supply.

- i. The Guest Services Associate will then verify that the patient is at least 21 years of age by checking the government issued identification. If the patient is under 21 years of age, and is not with a Caregiver (with appropriate identification) no adult use products may be sold.
 - d. The order will be entered into the POS System. For each item or SKU the patient/caregiver designates as medical use the Guest Services Associate will designate it as medical sales and the system will record it as such and not tax the item(s). For items or SKU's identified as adult use (and the patient is 21 years of age or older) these items will be entered into the POS system and taxed accordingly.
 - b. At the end of each business day a report will be generated by the POS system that includes the data of all sales, medical and adult use. This report will be compared against the transaction data in the Metrc system and the Commission-supported database to ensure all medical and adult sales are correct.
4. Green Meadows Farm will not sell to an individual more than one ounce of marijuana or five grams of marijuana concentrate per transaction.

Patients under the age of 21

In accordance with 105 CMR 501.000 Registered Qualifying patients may be under the age of 21 and will require access to marijuana for medical use. Green Meadows Farm will not restrict access to our products to patients of any age so long as they are registered with the Cannabis Control Commission. While we do not expect a large number of patients who are under the age of 21 we are committed to giving them access to our products while also making sure that these patients cannot access products that are intended for adult use. No customer will have direct access to marijuana products except at point of sale. All marijuana products are stored in locked cabinets.

- 1. Registered Patients under the age of 21 will be admitted into our facility only if the individual is 21 years of age or older and produces an active patient registration card issued by the Commission. If the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active patient registration card and they are accompanied by their personal caregiver with an active patient registration card.
 - a. In addition to the active patient registration card, registered qualifying patients 18 years of age and older and personal caregivers must also produce proof of identification.
- 2. In any case where a patient that is under the age of 21, the Green Meadows Farm Agent that determines the patient is under 21 years of age will notify the sales manager of this fact.
- 3. The Dispensary Manager and the Security Agent will monitor the patient throughout the facility.
 - a. The Guest Services Associate or designee will offer personal assistance to the patient and/or caregiver while they are inside the facility.

- b. At the POS Station the Dispensary Manager will notify the Guest Services Associate that the patient is under 21 to ensure that only medical sales occur.



MEMO: Proposed Collocated Location – ME/MTC

MRN285191 / RMD4325 License Applications

239 Boston Post Rd, Marlborough, MA

September 9, 2024

To Whom it May Concern:

Green Meadows Farm, LLC (Green Meadows) is submitting this Memo to confirm that we are concurrently applying for both an ME license and an MTC license at this location. Therefore, written operating procedures required for both are drafted as a collocated location and will address both adult-use and medical considerations.

An application is not complete until it has been submitted. You may receive email notifications about your application as it is processed by the Commission. The status of the application will also be displayed on this page. Please note, you have the ability to withdraw an application. You will be prompted to confirm withdrawal of the application before it is finalized. You may always start a brand new application again.

Medical Marijuana Treatment Center-New Application | Green Meadows Farm, LLC | (Incomplete) Application #: RMDA4325

Your application RMDA4325 was created on 08/09/2024 and is currently incomplete.

Complete This Application

[Withdraw this Application](#)

Please reach out with any questions or comments to:

Gwen (Jennifer) Vito, Director of Compliance

Green Meadows Farm

617-852-4307

gvito@greenmeadows.com

Thank you,

Jennifer "Gwen" Vito

#310.00 Policy for Restricting Access to Age 21 and Older

Green Meadows Farm, LLC's ("Green Meadows Farm") operations will be compliant with all regulations outlined in 935 CMR 500.000, and 935 CMR 501.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency. Green Meadows Farm's management team is responsible for ensuring that all persons who enter the premises or are otherwise associated with the operations of the facility are over the age of 21 and are Medical use of Marijuana patients and caregivers registered with the Commission.

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our cultivation and product manufacturing facility is restricted to only persons who are 21 years of age or older and are Medical use of Marijuana patients and caregivers registered with the Commission.

For the purposes of this Policy the term "facility" also refers to any vehicle owned, leased, rented or otherwise used by Green Meadows Farm for the transportation of Marijuana.

Cultivation and Product Manufacturing

Our cultivation and product manufacturing facility allows only the following individuals access to our facility:

1. Green Meadows Farm Agents (including board members, directors, employees, executives, managers, or volunteers) must have a valid Agent Registration Card issued by the Commission and all of Green Meadows Farm Agents will be verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
2. All Green Meadows Farm visitors (including outside vendors, consultants, and contractors) prior to being allowed access to the facility or any Limited Access Area must produce a Government issued Identification Card to Green Meadows Security or a member of the management team and have their age verified to be 21 years of age or older. If there is any question as to the visitors age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access into the facility. After the age of the visitor has been verified, they will be given a Visitor Identification Badge. Visitors will always be escorted by a marijuana establishment Agent that is authorized to enter into our Limited Access Areas. Visitors will be logged in and out of the premises via our visitor log and must return the Visitor Identification Badge upon exiting the premises. The visitor log will always be available for inspection by the Commission.

Retail Dispensary – Adult Use Customers

Please note that our retail locations are/will be collocated ME/MTCs and Medical Patients that are 18 are allowed into the Medical portions of our dispensary. However, our adult use retail dispensary allows only the following individuals access:

For our Adult-use Consumers: To verify an individual is 21 or older Green Meadows Farm Agents must receive and examine from the individual one of the following authorized government issued identification cards;

1. Massachusetts Issued driver's license
2. Massachusetts Issued ID card
3. Out-of-state driver's license or ID card (with photo)
4. Passport
5. U.S. Military I.D.

To verify the age of the individual the Agent will use an Age Verification ID Scanner that will be supplied by Green Meadows Farm.

In the event that the ID is not a scannable ID, is not operational, or if the ID is questionable, the Agent must use the FLAG methodology of ID verification:

F. Feel

- Have the customer remove the ID from their wallet or plastic holder.
- Feel for information cut-out or pasted on (especially near photo and birth date areas).
- Feel the texture – most driver's license should feel smooth, or (depending on the State) they will have an identifying texture.

L. Look

- Look for the State seals or water marks; these seals are highly visible without any special light.
- Look at the photograph and the individual. Ask the individual to kindly pull down their mask for proper identification. Hairstyles, eye makeup and eye color can be altered, so focus your attention on the person's nose and chin as these features don't typically change. When encountering people with beards or facial hair, cover the facial hair portion of the photo and concentrate on the nose or ears.
- Look at the height and weight. They should reasonably match the person.
- Look at the date of birth and do the math!
- Compare the age on the ID with the person's apparent age.
- Look at the expiration date. If the ID has expired, it is not acceptable.
- If needed, compare the ID to the book of Government Issued ID's

A. Ask

- Ask questions of the person, such as their middle name, zodiac sign, or year of high school graduation. Ask them the month they were born. If they respond with a number, they may be lying. If the person is with a companion, ask the companion to quickly tell you the person's name.
- If you have questions as to their identity, ask the person to sign their name, and then compare signatures.

G. Give Back

- If the ID looks genuine, give the ID back to the customer and allow entry.
 - If for any reason the identity of the customer or the validity of the ID is in question, the individual will not be granted access to the facility.

Immediate Access to the Facility

Green Meadows Farm will ensure that the following individuals listed below will be granted immediate access to the Marijuana Establishment or Marijuana Establishment transportation vehicle:

- Agents of the Commission;
- Commission Delegees;
- State and Local Law enforcement Authorities acting within their lawful jurisdictions;
- Police and Fire departments, and emergency medical services acting in the course of their official capacity.

Other individuals who can access the facility include:

- Representatives of the Commission, Emergency Responders and Law Enforcement.

The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:

- Representatives of the Commission in the course of responsibilities authorized by St.2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000, and Representatives of the Commission as authorized by St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, M.G.L. c. 94I, and 935 CMR 501.000: *Medical Use of Marijuana*.
- Representatives of other state agencies of the Commonwealth; and
- Emergency responders in the course of responding to an emergency.
- Authorized law enforcement personnel or local public health, inspection services, or other permit-granting agents acting within their lawful jurisdiction.
- Individuals described above in this policy will be granted immediate access to the facility.

Training

Green Meadows Farm will train all Retail Agents and Security Agents on the verification and identification of individuals. This training will be done prior to Agents performing age verification duties. Management will supply Age Verification ID Scanners and hardcover books to assist Agents in age verification.

All Green Meadows Farm Agents will enroll and complete the Responsible Vendor Training Programs required. This basic core curriculum for acceptable forms of identification include:

- How to check identification;
- Spotting and confiscating fraudulent identification;
- Patient registration cards currently and validly issued by the Commission;
- Common mistakes made in identification verification; and
- Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.



GREEN MEADOWS: STATEMENT OF PURPOSE

Green Meadows Farm, LLC (Green Meadows) is an employer dedicated to promoting equity in its operations for diverse populations, which the Cannabis Control Commission (CCC) has defined to include the following demographic distinctions:

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

**Within the remainder of this report, these demographics will be referred to as “CCC Diverse Groups.”*

At Green Meadows we truly believe that Diversity only makes us stronger as a company, community, and industry as a whole, and commit to molding our Diversity Plan Goals into our everyday business operations. We fully support the CCC's goal of honoring the will of the voters and adopt diversity goals that provide meaningful participation of communities disproportionately affected by cannabis prohibition and enforcement, including the groups identified above.

Goal 1:

Strive through specific programs and strategies to hire, retain, and/or promote staff from CCC Diverse Groups in an effort to promote “full” and “meaningful” participation and equitable access to the regulated market for these groups.

Proposed Initiative:

Green Meadows has formulated annual percentage goals for each CCC Diverse Group using the most recent census data for each group within each community we operate in, with the exception of the LGBTQA+ group. Since such data does not exist for the LGBTQA+ community, we set this percentage goal internally using data we collect throughout the previous year on LGBTQA+ Green Meadows staff. Green Meadows takes the average of each group within each community and then sets a Goal of hiring and maintaining 75% of that average throughout the year. This goal will be managed and maintained by the Green Meadows Human Resources (HR). The percentage goals are as follows:

- Minorities 27%
- Women 39%
- Veterans 4%
- People with Disabilities 8.5%
- LGBTQ+ 15%

SOP #0750: “Diversity

To achieve this goal, Green Meadows will:

- Create gender neutral job descriptions
- Post hiring needs in diverse publications such as a variety of web-based recruitment platforms, including but not limited to;
 - Indeed.com, Simplyhired.com, Ziprecruiter.com, Glassdoor.com, LinkedIn.com, and our website: Greenmeadows.com
- Promote an internal employee referral/bonus program called “Bring your Buds”. The referral program encourages employees to refer individuals who identify as one or more of the CCC Diverse Groups for employment.
- Green Meadows will host job recruitment fairs at our dispensary locations or at a location within/surrounding our local communities. The fairs will be open to the public but will encourage individuals from CCC Diverse Groups to attend by advertising with local, community-managed groups, professional organizations, and non-profits aimed towards these groups. The following are local, community-managed groups, professional organizations, and non- profits that have been identified for each community we operate in and who have provided Letter of Partnership Acceptance as of the date of this Plan. This list is not exhaustive, and any additional partnerships will be required to provide a Letter of Partnership Acceptance, which will be provided during license renewal periods. Green Meadows will post job postings as they become available at our partners locations:
- The Center of Hope Southbridge, Massachusetts [<https://www.thecenterofhope.org>] This Program advertisement is intended to provide employment opportunities to person(s) with disabilities in the Southbridge Area.
- Southbridge Veterans Council (SVC) [<https://www.ci.southbridge.ma.us/415/Veterans-Services-Department>] This Program Advertisement is intended to reach Veterans in the Southbridge Area with employment opportunities.
- The Arc of North Central Massachusetts [<https://www.arcofopportunity.org/ways-help/hire-us/vocational-services>] This Program Advertisement is intended to reach Minorities in the Fitchburg area with employment opportunities.
- Spanish American Center [<https://www.spanishamericancenter.org/>]
- This Program Advertisement is intended to reach Minorities in the Fitchburg area with employment opportunities.
- Fitchburg Veterans Services [<https://www.fitchburgma.gov/492/Veteran-Services>]
- This Program Advertisement is intended to reach veterans in the Fitchburg area with employment opportunities.
- Marlborough Department of Veterans' Services [<https://www.marlborough-ma.gov/veterans-services>] This Program Advertisement is intended to reach Veterans in the Marlborough area with employment opportunities.

If Letters of Partnership Acceptance were required, they are included in Appendix A – Letters of Partnership Acceptance.

SOP #0750: “Diversity

Metrics and Evaluation:

Green Meadows will assess the demographics of its employees to ensure we meet and obtain our goals of increasing diversity within our Company. We will utilize our new hire internal voluntary onboarding form to collect appropriate data and annually analyze the staffing makeup. The Human Resources department will provide analytics to the Company so that Green Meadows can determine any steps necessary to increase the CCC Diverse Groups.

Green Meadows will review the hiring progress annually for each license. Green Meadows anticipates it will be able to demonstrate success of its Diversity initiative to the Commission upon license renewal.

Job opportunity or fair advertisements and any communications related to such with partner organizations, including Letters of Partnership Acceptance, will be retained within the Human Resources department.

If a Job Recruitment Fair was warranted, data, such as how many attended and how many from each CCC Diverse Group were hired, will be collected and maintained by the Human Resources department and the records will be made available to the Commission.

Goal 2: Green Meadows will engage and promote CCC Diverse Group supply chain and ancillary services to promote equity and diversity throughout the marijuana industry.

Proposed Initiative

This Goal will involve developing and/or participating in “campaigns” that reinforce internal and external awareness of the CCC Diverse Groups through the campaign advertising and/or donations of time or money to associated organizations. The anticipated results of these campaigns are support, awareness, and understanding of these communities, harnessing an equitable culture within the regulated industry. The organizations listed and described below are not an exhaustive list and Green Meadows may add to or change the campaigns from year to year, provided they support one of the CCC Diverse Groups and Letters of Partnership Acceptance are obtained.

“Rock Your Socks” – March

Rock Your Socks is a campaign for people with disabilities, specifically those with down syndrome as March 21st is World Down Syndrome Day. “Crazy Socks” will either be donated to or purchased by Green Meadows for sale at our dispensary locations, the proceeds of which will go to organizations that support the CCC Diverse Group “People with Disabilities.” Organizations that we would consider donating to include: The Center for Hope in Southbridge, MA., The ARC of Opportunity in Fitchburg, MA.

“Woman’s History Month” – March

Woman’s History Month is a campaign focused on women occurring during women’s history month in March. Along with fun events to bring awareness to the campaign, such as women-featured musicians on our playlists for the month and social media features of “Women of Green Meadows”.

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Green Meadows will invite women-owned cannabis Companies into our stores so they can promote their brands to our customers. Women owned cannabis businesses may give “talks” or host “pop-ups” to educated individuals on their products.

Green Meadows will also feature Women owned cannabis businesses within our dispensary displays and Green Meadows will promote sales of the brand’s products at our POS.

“Pride Month” – June

Pride Month is a campaign for the LGBTQ+ community that occurs in June during National Pride Month. For this campaign, Green Meadows typically features product(s) with Pride Month themes and donates a portion of all proceeds from the sale of the featured products to an organization(s) that supports the CCC Diverse Group “LGBTQ+.” The organization that we have worked with in the past is The Aids Project.

“Hispanic Heritage Month” – Mid-September to Mid-October

Hispanic Heritage Month is campaign intended to bring awareness and support to Hispanic communities, held from mid-September through mid-October during National Hispanic Heritage month. During this month-long campaign, there will be featured local Hispanic businesses such as food trucks, a Hispanic potluck, and/or featuring Hispanic-owned cannabis brands within our dispensary displays and promotion of the brand’s products at our POS.

Any Letters of Partnership Acceptance for pre-determined organizations are included in ***Appendix A – Letters of Partnership Acceptance.***

Metrics and Evaluation:

Success of this Goal will be measured by reviewing evidence of support provided to the CCC Diverse Groups, as well as feedback received on the campaigns. Green Meadows will measure how many of its ancillary services and participants are owned and or managed by CCC Diverse Groups and will track the percentage of services we have used to meet our goal.

Green Meadows will analyze and adjust (if necessary) the communications created for these campaigns to ensure we are demonstrating awareness and promoting the ancillary services effectively. All monetary donations will be tracked appropriately.

At the end of each campaign, Green Meadows will provide each ancillary service, and our employees a feedback form to capture feedback on how successful each campaign was at reaching our respective goal. The information will be reviewed annually and if necessary, Green Meadows will adjust the Goal, initiative, and evaluation.

Goal 3: Ensure Green Meadows Farm is an accepting, respectful, safe, welcoming, and supporting place to work. We aim to uphold a 90% retention rate and a 90% positive job satisfaction rate from our employees, specifically in terms of workplace inclusion.

Proposed Initiative:

Green Meadows will strive to provide a work environment that is a diverse and inclusive workspace. Our goal’s initiatives are to ensure that every employee and visitor is respected, welcome, supported, accepted, comfortable and feels safe. We propose the

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following to reach our goal:

- Provide training to all new employees as part of the onboarding process. The training will be administered by the Human Resources department. The training will cover:
 - Definitions and Benefits of Diversity
 - Challenges in a Diverse Workplace
 - How Employees can be proactive and positive daily to promote the differences between workers.
- Provide training to all new employees on our Code of Ethics, Non-Discrimination, Harassment and Retaliation Policy.
 - Training will include ways to anonymously notify the CEO of any discrimination, harassment or violation of our Code of Ethics.
- Annually provide feedback forms for the training program to employees to gauge if the training is effective.
- Annually provide all employees with a survey to gather feedback on Green Meadow’s work environment, specifically to rate inclusivity, safety, and support in the workplace. The surveys will be anonymous.

Metrics and Evaluation:

Green Meadows will track all employee and management training on diversity and inclusion. Training feedback forms will be reviewed by the Human Resources department for areas of improvement based on feedback.

Green Meadows will compare the employee surveys to ensure Green Meadows has met its goals. If the results of the surveys are not sufficient and do not meet the goals of its plan, the Human Resources Director will work with Senior Management to improve the program. Job satisfaction data will be derived from the annual surveys but will also include and not be limited to tracking internal promotions, lateral moves, and comparing financial and non-financial rewards earned by CCC Diverse Groups.

ACKNOWLEDGEMENTS

All methods of tracking data for the Diversity Plan will be through Microsoft products. All data will remain confidential and will be available upon request by the Commission.

The Human Resources department will track and maintain all records. The Human Resources department is responsible for maintaining the Diversity Plan and evaluating the plan at a minimum on an annual basis.

Green Meadows commits to implementing and upholding the Diversity Plans goals, initiatives, and measurements as part of our Company’s day-to-day operations. It is our Company commitment to ensure we are making progress to reach our goals.

The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500 and 501.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. 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.

APPENDIX A – *LETTERS OF PARTNERSHIP ACCEPTANCE*



To: Laura Cash, Human Resources Manager, Green Meadows Farm

From: AIDS Project Worcester, Lamar Brown-Noguera

RE: Participation Confirmation

Date: June 01, 2022,

Please accept this letter as affirmation and acceptance of Green Meadows as a supporting member of AIDS Project Worcester. We are accepting all current and future gifts of volunteering time and financial support to our program which is focused on HIV/AIDS services to individuals, primarily in the LGBTQ+ community, in Central Massachusetts. We look forward to your participation.

Kind Regards,

06.01.2022

Signature:

Date





To: Laura Cash, Human Resources Manager, Green Meadows Farm

From: Center of Hope, Southbridge, MA

RE: Participation Confirmation for Center of Hope

Date: April 20, 2022

Please accept this letter as affirmation and acceptance of Green Meadows as a supporting member of the Center of Hope, Southbridge, MA. We are accepting all current and future gifts of volunteering time and financial support to our program which is focused on promoting the welfare of our community of Neurodiverse members in Southbridge and the surrounding area. We look forward to your participation.

Kind Regards,

Signature: Erica Travinki
Director, Center of Hope

Date





The Arc of Opportunity
564 Main Street
Fitchburg, MA 01420

T (978) 343-6662
F (978) 343-8852

www.arcofopportunity.org
f @thearcofopportunity

March 10, 2023

Laura Cash, Human Resources Manager
Green Meadows Farm
64 Mill Street
Southbridge, MA 01550

RE: Participation Confirmation

Dear Laura,

Please accept this letter as affirmation and acceptance of Green Meadows as a supporting member of The Arc of Opportunity in North Central Massachusetts, Inc. located in Fitchburg Massachusetts. We are accepting all current and future gifts of volunteering time and/or financial support to our program and our major events.

Our program is focused on creating and supporting lifetime opportunities in the community for individuals with disabilities and their families to reach their fullest potential by providing advocacy, education, employment, residential, and recreational services to enhance quality of life for disabled individuals. We look forward to your participation with The Arc of Opportunity.

Kind Regards,

Mary Heafy, President & CEO



To: Laura Cash, Human Resources Manager, Green Meadows Farm

From: Veteran's Council of Southbridge

RE: Participation Confirmation in the Veteran's Council of Southbridge

Date: April 14, 2022

Please accept this letter as affirmation and acceptance of Green Meadows as a supporting member of the Veteran's Council of Southbridge. We are accepting all current and future gifts of volunteering time and financial support to our program which is focused on promoting the welfare of Veterans to the Town of Southbridge who served in the United States Armed Forces. We look forward to your participation.

Kind Regards,

Signature: David Adams
President, Veterans Council of Southbridge

Date

