



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283420
Original Issued Date: 07/06/2021
Issued Date: 07/06/2021
Expiration Date: 07/06/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Greenbridge Technologies, LLC

Phone Number: 508-259-5247 Email Address: greenbridgetechnologies@gmail.com

Business Address 1: 18 Progress Avenue

Business Address 2:

Business City: Tyngsborough Business State: MA

Business Zip Code: 01879

Mailing Address 1: 18 Progress Avenue

Mailing Address 2:

Mailing City: Tyngsborough Mailing State: MA

Mailing Zip Code: 01879

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

no

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50

Percentage Of Control: 50

Role: Owner / Partner

Other Role: CEO

First Name: Darryl

Last Name: Wickens

Suffix:

Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50	Percentage Of Control: 50	
Role: Owner / Partner	Other Role:	
First Name: Jeanne	Last Name: Wickens	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Natalie	Last Name: Wickens	Suffix:
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Describe the nature of the relationship this person has with the Marijuana Establishment: Natalie will be in a managerial position with Greenbridge Technologies, as the Establishment is developed and become operational.

Close Associates or Member 2

First Name: Joshua	Last Name: Wickens	Suffix:
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Describe the nature of the relationship this person has with the Marijuana Establishment: Joshua will be in a managerial position with Greenbridge Technologies as the Establishment is developed and become operational.

Close Associates or Member 3

First Name: Brian	Last Name: Wickens	Suffix:
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Describe the nature of the relationship this person has with the Marijuana Establishment: Brian will be in a managerial position with Greenbridge Technologies as the Establishment is developed and become operational.

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Darryl	Last Name: Wickens	Suffix:
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Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$100000 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: Darryl	Last Name: Wickens	Suffix:
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Marijuana Establishment Name: Greenbridge Technologies, LLC	Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Tyngsborough	Marijuana Establishment State: MA

Individual 2

First Name: Jeanne	Last Name: Wickens	Suffix:
Marijuana Establishment Name: Greenbridge Technologies, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Tyngsborough	Marijuana Establishment State: MA	

Individual 3

First Name: Natalie	Last Name: Wickens	Suffix:
Marijuana Establishment Name: Greenbridge Technologies, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Tyngsborough	Marijuana Establishment State: MA	

Individual 4

First Name: Joshua	Last Name: Wickens	Suffix:
Marijuana Establishment Name: Greenbridge Technologies, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Tyngsborough	Marijuana Establishment State: MA	

Individual 5

First Name: Brian	Last Name: Wickens	Suffix:
Marijuana Establishment Name: Greenbridge Technologies, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Tyngsborough	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 18 Progress Avenue	
Establishment Address 2:	
Establishment City: Tyngsborough	Establishment Zip Code: 01879
Approximate square footage of the Establishment: 7500	How many abutters does this property have?: 6
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes	
Cultivation Tier:	Cultivation Environment:

FEE QUESTIONS

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Cert of HCA w-Town.pdf	pdf	604ba880b64912358e314ede	03/12/2021
Plan to Remain Compliant with Local Zoning	Greenbridge Plan to Remain Compliant with Local Zoning.pdf	pdf	604bba1593274435ba9e3488	03/12/2021
Community Outreach Meeting Documentation	CommunityOutreachAttestationForm.pdf	pdf	60662df3d90419077cc35577	04/01/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Greenbridge Business Plan for Positive Impact.pdf	pdf	604bbf84efe1e0359b95cc9d	03/12/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role: CEO
 First Name: Darryl Last Name: Wickens Suffix:
 RMD Association: Not associated with an RMD
 Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role:
 First Name: Jeanne Last Name: Wickens Suffix:
 RMD Association: Not associated with an RMD
 Background Question: no

Individual Background Information 3

Role: Manager Other Role:
 First Name: Natalie Last Name: Wickens Suffix:
 RMD Association: Not associated with an RMD
 Background Question: no

Individual Background Information 4

Role: Manager Other Role:
 First Name: Joshua Last Name: Wickens Suffix:
 RMD Association: Not associated with an RMD
 Background Question: no

Individual Background Information 5

Role: Manager Other Role:
 First Name: Brian Last Name: Wickens Suffix:
 RMD Association: Not associated with an RMD
 Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	GreenBridge LLC organizatoin SecOfCom docs.pdf	pdf	604bc82c79e02335ddb621e7	03/12/2021
Bylaws	Greenbridge OperatingAgreement	pdf	604bc8b993274435ba9e3512	03/12/2021

Signed.pdf				
Department of Revenue - Certificate of Good standing	DOR GoodStgCerts Feb 2021.pdf	pdf	604bc8c89a694b3583a74296	03/12/2021
Department of Revenue - Certificate of Good standing	DUA Attestation of no Employees.pdf	pdf	604bc8d3b64912358e314fd0	03/12/2021
Secretary of Commonwealth - Certificate of Good Standing	SoS Cert of Good Standing.pdf	pdf	604bc8d8c997b43574a1c63d	03/12/2021

No documents uploaded

Massachusetts Business Identification Number: 001470963

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Greenbridge Timelines.pdf	pdf	604bc967efe1e0359b95ccd7	03/12/2021
Business Plan	Greenbridge Business Plan 3-12-21.pdf	pdf	604bc9b793274435ba9e351d	03/12/2021
Plan for Liability Insurance	Greenbridge Plan for Obtaining Liability Insurance.pdf	pdf	604bca3bd7adff35b5a504ce	03/12/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	Greenbridge Cultivation Policies and Procedures.pdf	pdf	604bcb39183b5235aa44ee17	03/12/2021
Separating recreational from medical operations, if applicable	Greenbridge Separating Rec from Med Operations.pdf	pdf	604bcbb99a694b3583a742ba	03/12/2021
Restricting Access to age 21 and older	Greenbridge Restricting Access to age 21 and older.pdf	pdf	604bcbe15067356d20cb04	03/12/2021
Security plan	Greenbridge Security Plan.pdf	pdf	604bcc21c997b43574a1c65d	03/12/2021
Prevention of diversion	Greenbridge Prevention of Diversion.pdf	pdf	604bcc71b64912358e314fef	03/12/2021
Storage of marijuana	GreenbridgeStorage.pdf	pdf	604bcc440676f35abee2c56	03/12/2021
Transportation of marijuana	Greenbridge Transportation.pdf	pdf	604bce86d7adff35b5a504ee	03/12/2021
Inventory procedures	Greenbridge Inventory Process.pdf	pdf	604bcd74e7ce735949cfb80	03/12/2021
Quality control and testing	Greenbridge Quality Control Testing.pdf	pdf	604bcfb01124c35d20a309e	03/12/2021
Dispensing procedures	Greenbridge Dispensing Procedures.pdf	pdf	604bcfc54e7ce735949cfb8c	03/12/2021
Personnel policies including background checks	Greenbridge Personnel Policies.pdf	pdf	604bcfcd79e02335ddb62213	03/12/2021
Record Keeping procedures	Greenbridge Records Keeping.pdf	pdf	604bcfd5efe1e0359b95cd00	03/12/2021
Maintaining of financial records	Greenbridge Maintaining Financial	pdf	604bd0749a694b3583a742db	03/12/2021

Records.pdf				
Diversity plan	Greenbridge Diversity Plan.pdf	pdf	604bd07ad7adff35b5a504fc	03/12/2021
Qualifications and training	Greenbridge Qualifications and training.pdf	pdf	604bd07f93274435ba9e3552	03/12/2021
Energy Compliance Plan	Greenbridge Energy Compliance Plan.pdf	pdf	604bd089e15067356d20cb1f	03/12/2021

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Host Community Agreement Certification Form

Instructions

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

Certification

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


1. Name of applicant:

Greenbridge Technologies LLC

2. Name of applicant's authorized representative:

Darryl Wickens

3. Signature of applicant's authorized representative:



4. Name of municipality:


Town of Tyngsborough

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

Matthew Hanson



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



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

mhanson@tyngsboroughma.gov

8. Host community agreement execution date:

2/8/20



Greenbridge Technologies LLC

Plan to Remain Compliant with Local Zoning

The Town of Tyngsborough amended its zoning code on May 15, 2018, to allow for the cultivation, and product manufacturing of recreational marijuana for adult-use in the Industrial 1 Light zoning district.

Greenbridge Technologies LLC (the “**Company**”), is proposing to develop and operate a Marijuana Establishment at 18 Progress Avenue. This site is located in the Industrial 1 Light zoning district, which permits the operation of a marijuana establishment, specifically a marijuana retail, cultivation and production facility pursuant to Section 5.00.00 of the Town of Tyngsborough Zoning Bylaw and the table of use regulations therein, subject to the granting of a Special Permit from the Planning Board (the “**Board**”). Please see the attached zoning bylaws and zoning map for reference.

The Company has discussed its marijuana cultivation and product manufacturing facility with town officials, including the building department, police department and fire department, health department, department of public works and will appear before the Board for a review and approval of its Special Permit application for the cultivation and production uses on the property. Furthermore, the Company has obtained its Host Community Agreement from the Town of Tyngsborough Board of Selectmen.

The Company plans to continue to work with officials from the Town to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

The Company hereby submits that it will continue to comply with all local and state requirements and Darryl Wickens, Owner and Member of the Board of Managers will be responsible for ongoing compliance with local and state rules and regulations.

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): 3/1/21
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: 2/10/21

b. Name of publication: Lowell Sun

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: 2/9/21

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

a. Date notice(s) mailed: 2/10/21

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:

Greenbridge Technologies, LLC

Name of applicant's authorized representative:

Darryl Wickens

Signature of applicant's authorized representative:



MANAGER, GREENBRIDGE TECHNOLOGIES, LLC



**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING AN ADULT-USE MARIJUANA ESTABLISHMENT**

Notice is hereby given that a Community Outreach Meeting on behalf of Greenbridge Technologies, LLC, a proposed cultivation, product manufacturing and processing marijuana establishment, is scheduled for Monday, March 01, 2021 at 6PM at 18 Progress Ave, Tyngsboro, MA. The proposed Adult-Use marijuana cultivation and product manufacturing establishment is anticipated to be located at 18 Progress Avenue, Tyngsboro, MA 01879. Community members will be permitted, and are encouraged, to ask questions and receive answers from representatives of Greenbridge Technologies, LLC.

A copy of this notice is on file with the Town Clerk, the Board of Selectmen's office, Town Manager's office, the Planning Board, and the Building Department, and a copy of this Notice was published in a newspaper of general circulation and mailed at least fourteen (14) calendar days prior to the community outreach meeting to abutters of the proposed address of the proposed Marijuana Establishment, to owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

RECEIVED
2021 FEB -9 PM 1:10
TOWN CLERK
TYNGSBORO, MA



GREENBRIDGE TECHNOLOGIES

18 Progress Ave, Tyngsboro, MA 01879

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HOURS OF OPERATION: MON. - FRI. 8AM - 5PM

The ad deadline is 4:30pm for publication the following day.
(Friday @ 4:30pm for publication Sunday or Monday).



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POLICIES/ADJUSTMENTS: Please check your ad and report errors immediately. Adjustments to billing will be made to the incorrect portion of the first insertion only. We are not responsible for failure to publish and reserve the right to reject, edit or cancel any ad. All ads are subject to credit approval or prepayment prior to publication. We accept Visa, Mastercard, AMEX, cash or check only.

PUBLIC NOTICE

CL21-JL-0195 The University of Massachusetts - Lowell, the Awarding Authority, invites sealed bids from General Contractors for the **Ball Hall Stair Tread Repairs** REBID for the University of Massachusetts - Lowell in Lowell, Massachusetts, in accordance with the documents prepared by BIA studio. The project consists of:

By Dracut Water Supply District (Proponent)

February 10 2021

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PUBLIC NOTICE

PUBLIC NOTICE

The Town of Dracut, MA, is offering, through a public Request for Proposals (RFP) process the sale of the farmhouse at Beaver Brook Farm, located at 761 Mammoth Road within the Town of Dracut. The property, consisting of the existing 1730s farmhouse on a legal lot of land, is assessed for \$663,000, and is the required filing fee, to file your Response, take or send the papers to: Office of the Clerk of the Superior Court, 971 Jason Lopez Circle Bldg. A, Florence, AZ 85132. Mail a copy of the Response to the, the Petitioner, at the address listed on the top of this Summons. 3. If this Summons and the other court papers were served on you within the State of Arizona, your Response must be filed within TWENTY (20) CALENDAR DAYS from the date of the service, not counting the day of service. If the papers were served on you outside the State of Arizona, your Response must be filed within THIRTY (30) CALENDAR DAYS, not counting the day of service. 4. Requests for reasonable accommodations for persons with disabilities must be made to the court by parties at least 3 working days in advance of a scheduled court

PUBLIC NOTICE

PUBLIC NOTICE

Commonwealth of Massachusetts The Trial Court Probate and Family Court Middlesex Division Docket No. MI20P0057EA INFORMAL PROBATE at this Court before 10:00 a.m. on 02/26/2021. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of Objections within thirty (30) days of the return date, action may be taken without further notice to you

February 10 2021

CITY OF LOWELL RECONSTRUCTION OF STREETS AND SIDEWALKS IFB 21-43

The City of Lowell is requesting bids for all labor, materials, equipment, tools, applications etc. necessary for the Reconstruction of curb and sidewalks, Cold-planting, paving and

PUBLIC NOTICE

Commonwealth of Massachusetts The Trial Court - Probate and Family Court Docket No. MI19P1469EA Middlesex Probate and Family Court project may be obtained by contacting P. Michael Vaughn, Chief Procurement Officer/ Purchasing Agent, City of Lowell, (978) 970-4110, at the above address, Email pm-vaughn@lowellma.gov or from the City of Lowell website at www.lowellma.gov/purchasing

February 10 2021

CITY OF LOWELL INVITATION FOR BIDS AYOTTE ELEVATOR REPAIR IFB NO.: 21-47

The City of Lowell is seeking bids for labor, material parts, components and equipment required for repair and maintenance service of the Ayotte Elevator number 2, in strict accordance to the specification. Sealed bids will be received at the Office of the City of Lowell Purchasing Agent, 2nd Floor, Room 435, 975

ANNOUNCEMENTS

PUBLIC NOTICE

Public Hearing uniforms, guns. 603-886-7346

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Tynsboro, MA 01879

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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent To Lu

Street and Apt. No. 404 Middleboro St Suite 7

City, State, ZIP+4[®] Tynsboro, MA 01879

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1810 0000 8929 5112

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Tynsboro, MA 01879

OFFICIAL USE

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent To Ull

Street and Apt. No., or PO Box No. 11 Progers Ave

City, State, ZIP+4[®] Tynsboro, MA 01879

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1810 0000 8929 5099

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Tynsboro, MA 01879

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Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent To 1

Street and Apt. No., or PO Box No. 52 Middleboro 43

City, State, ZIP+4[®] Tynsboro, MA 01879

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Tynsboro, MA 01879

OFFICIAL USE

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent To 1

Street and Apt. No., or PO Box No. 31 Progers Ave

City, State, ZIP+4[®] Tynsboro, MA 01879

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1810 0000 8929 5129

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Tynsboro, MA 01879

OFFICIAL USE

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent To 1

Street and Apt. No. 31 Progers Ave

City, State, ZIP+4[®] Tynsboro, MA 01879

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1810 0000 8929 5082

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Tynsboro, MA 01879

OFFICIAL USE

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent To 1

Street and Apt. No., or PO Box No. 31 Progers Ave

City, State, ZIP+4[®] Tynsboro, MA 01879

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1810 0000 8929 5068

Greenbridge Technologies LLC

Plan for Positive Impact

Greenbridge Technologies LLC (the “**Company**”) is basing its headquarters in Tyngsborough MA, an area that has not been identified by the Commission as an area of disproportionate impact. However, Lowell abuts Tyngsborough, and have been identified as an area of disproportionate impact. Lowell shall be referred to herein as the “**Target Area**”. Accordingly, the Company intends to focus its efforts in the Target Area and on Massachusetts Residents who have, or have parents or spouses who have, past drug convictions.

During its first year of operations, the Company will implement the following goals, programs and measurements pursuant to this Plan for Positive Impact (the “**Positive Impact Plan**”).

Goals:

The Company’s goals for this Positive Impact Plan are as follows:

1. Hire, in a legal and non-discriminatory manner, at least 25% of its employees from Target Areas, and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions; and
2. Provide educational programs and informational sessions geared towards individuals from the Target Area and/or Massachusetts Residents who have, or have parents or spouses who have, past drug convictions that are interested in the cannabis industry, with specific focuses on marijuana cultivators, product manufactures or retailers and entrepreneurship, at least twice a year. Such educational events will specifically include, but not be limited to, information on licensing workshops (i.e., guidance on filing applications with the Commission), preparation of standard operating policies and procedures, Massachusetts cannabis market overview and METRC best practices.

Programs:

In an effort to reach the abovementioned goals, the Company shall implement the following practices and programs:

1. In an effort to ensure that the Company has the opportunity to interview, and hire, individuals from the Target Area or Massachusetts residents who have past drug convictions it shall post monthly notices for at least three (3) months during the hiring process at the municipal offices of the Target Areas and in newspapers of general circulation in the Target Areas, including but not limited to, the Lowell Sun. These notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in the Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions, for employment.

Greenbridge Technologies LLC

Such residency, or prior drug conviction status, will be a positive factor in hiring decisions, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

2. In an effort to ensure that the Company provides opportunities for individuals from the Target Area and/or Massachusetts residents who have past drug convictions to attend its educational events the Company shall post weekly notices at least two (2) weeks prior to hosting said educational programs or informational sessions in newspapers of general circulation in the Target Areas including but not limited to, the Lowell Sun, and these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in the Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions to attend these events.

The Company respectfully submits that it will comply with the advertising, branding, marketing and sponsorship practices as outlined in 935 CMR 500.105(4). The abovementioned notices will not include any Company advertisements, marketing materials or branding. To the extent the Commission deems necessary, notices and event programming materials will be made available to the Commission for review and inspection prior to publishing.

Annual Review:

Each year, the Company will review the following criteria in an effort to measure the success of its Positive Impact Plan.

1. Identify the number of individuals hired who (i) came from Target Area, or other areas of disproportionate impact as defined by the Commission; or (ii) have past drug convictions; and
2. Identify the number of educational events or informational sessions it holds and attendance at the same.

The Company affirmatively states that it: (1) has confirmed that all of the abovementioned charities will accept donations and volunteers from the Company; (2) acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (3) 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; and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.



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: 001470963

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

2a. Location of its principal office:

No. and Street: 18 PROGRESS AVE
 City or Town: TYNGSBORO State: MA Zip: 01879 Country: USA

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

No. and Street: 18 PROGRESS AVE
 City or Town: TYNGSBORO State: MA Zip: 01879 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:

GREENBRIDGE TECHNOLOGIES LLC IS ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE CCC.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: DARRYL WICKENS
 No. and Street: 47 HIGHLAND STREET
 City or Town: TYNGSBORO State: MA Zip: 01879 Country: USA

I, DARRYL WICKENS 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	JEANNE MARIA WICKENS	18 PROGRESS AVE TYNGSBORO, MA 01879 USA
MANAGER	DARRYL ARTHUR WICKENS	18 PROGRESS AVE TYNGSBORO, MA 01879 USA
MANAGER	DARRYL WICKENS	47 HIGHLAND STREET

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	DARRYL ARTHUR WICKENS	18 PROGRESS AVE TYNGSBORO, MA 01879 UNI

9. Additional matters:

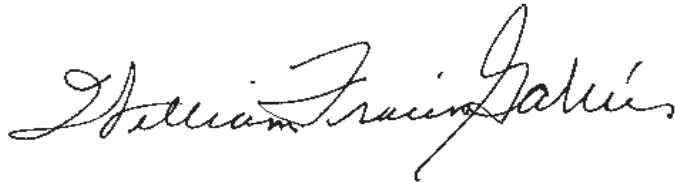
SIGNED UNDER THE PENALTIES OF PERJURY, this 19 Day of November, 2020,
DARRYL A WICKENS

(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:

November 19, 2020 07:32 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**OPERATING AGREEMENT
OF
GREENBRIDGE TECHNOLOGIES LLC**

This Operating Agreement (the “Agreement”) of Greenbridge Technologies, LLC (the “Company”) is dated as of November 19, 2020 (the “Effective Date”), by and between the parties listed as Members on Schedule 1 hereto (as amended from time to time to reflect the admission of new Members in accordance with the terms and conditions hereof), the Managers identified herein, and the Company.

Recitals

WHEREAS, the Company was formed as a limited liability company under the Massachusetts Limited Liability Company Act, M.G.L. Chapter 156C, § 1 *et seq.* (the “Act”) pursuant to a Certificate of Organization filed with the Office of the Secretary of State of the Commonwealth of Massachusetts;

WHEREAS, the Members, the Managers and the Company are entering into this Agreement to establish their rights, obligations and duties with respect to the Company; and

WHEREAS, certain capitalized terms not defined in this Agreement are defined in Schedule 2.

NOW, THEREFORE, for consideration of the mutual provisions and agreements made herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1.1 Organization; Name

The Company has been formed as a limited liability company pursuant to the provisions of the Act. The name of the Company is Greenbridge Technologies LLC. The business of the Company may be conducted under any other name as the Managers determines.

Section 1.2 Purpose and Character of Business

The purpose of the Company is to operate a cannabis cultivation facility, and to do any and all things and perform any and all acts incidental to, necessary, appropriate, or advisable in connection with the foregoing (the “Purpose”).

Section 1.3 Place of Business; Agent

The principal place of business of the Company shall be located at 18 Progress Avenue, Tyngsboro, MA 01879. The Managers may, at any time, change the location of the Company’s principal place of business, establish additional offices and places of business and upon any such change shall give prompt notice to each Member of such change.

Section 1.4 Management

The Company shall be managed by the Managers, who shall manage the Company pursuant to Section 5.1, subject to the limitations set forth in Section 5.2.

Section 1.5 Term

The Company shall continue in full force and effect until terminated pursuant to Article Six.

Section 1.6 Title to Company Property

All property originally transferred to the Company or subsequently acquired by purchase with Company funds or otherwise shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership of such property.

Section 1.7 Qualification in Other Jurisdictions

The Company shall exist under and be governed by the laws of the Commonwealth of Massachusetts. The Managers shall promptly make such filings as it believes are necessary or as are required by applicable law to give effect to the provisions of this Agreement and to cause the Company to be treated as a limited liability company under the laws of the Commonwealth of Massachusetts. The Managers shall cause the Company to be registered or qualified under its own name or under an assumed or fictitious name pursuant to a foreign limited liability company statute or similar laws in any jurisdictions in which the Company owns property or transacts business if such registration or qualification is necessary to protect the limited liability of the Members or to permit the Company lawfully to own property or transact business in such jurisdiction.

Section 1.8 Separateness of the Company

The Members and the Managers shall take all steps necessary to continue the identity of the Company as a separate legal entity and to make it apparent to third Persons that the Company is an entity with assets and liabilities distinct from those of the Members, Affiliates of the Members, the Managers or any other Person, and that the Company is not a division of any Member, any of the Affiliates of the Members, the Managers or any other Person.

ARTICLE TWO MEMBERS

Section 2.1 General

Each Member's ownership interest in the Company shall be represented by Units. The

name and address of each Member and number of Units held by each Member is set forth on Schedule 1 hereto, as amended from time to time. Any Member will cease to be a Member when such person ceases to own any Units.

Section 2.2 Voting Rights

For any action of the Members generally, a vote shall be taken in which each Member shall have that number of votes that equals the number of Units held by such Member. Except as specifically set forth herein to the contrary, the Consent of Members holding at least fifty-one percent (51%) of the Units of the Members entitled to vote on such action shall constitute action taken by the Members. A Member will only be entitled to vote on a matters where expressly specified in this Agreement. Any action requiring Consent of the Members may be taken (i) at a meeting for which notice was provided in accordance with this meeting and at which Members holding at least sixty-seven percent (67%) of the Units are present, or (ii) by written instrument signed by all of the Members. Notice of any meeting shall be provided in accordance with Section 11.2 no less than seven (7) days nor more than sixty (60) days prior to the meeting. Any meeting of the Members may be held within or outside the Commonwealth of Massachusetts, or by conference telephone or similar communication equipment so long as all Members participating in the meeting can hear one another. Members participating by telephone or similar communication equipment shall be deemed to be present in person at the meeting.

Section 2.3 Admission of New Members

The Company shall admit no additional Members without approval of the Managers and the Consent of Members. Such admission shall be in accordance with the terms approved by the Managers, including compliance with Article Nine hereof. Upon the execution of this Agreement, or a counterpart of this Agreement, a new Member shall be admitted to the Company as a Member. Notwithstanding the foregoing, the Company shall not admit a new Member if such admission would change the Percentage Interest of any other Member without the prior written consent of each such impacted Member, which consent each Member may grant or withhold in its sole and absolute discretion.

Section 2.4 Powers of Members

The Members shall have the power to exercise any and all rights or the powers granted to Members pursuant to the express terms of this Agreement.

Section 2.5 Exclusion

Unless admitted to the Company as a Member pursuant to and in accordance with this Agreement, no person shall be, or shall be considered, a Member. The Company may elect to deal only with persons so admitted as Members (including their duly authorized representatives). The Company shall not be required to deal with any other person merely because of an

assignment or transfer of an interest to such person; provided that any distribution by the Company to the person shown on the Company's records as a Member or to its legal representatives or to the assignee of the right to receive the Company distributions as provided herein shall relieve the Company of all liability to any other person who may be interested in such distribution by reason of any other assignment by the Member, or for any other reason.

Section 2.6 Withdrawal

No Member may withdraw from the Company except and to the extent contemplated by this Agreement.

Section 2.7 Liability of Members

Except as otherwise expressly provided herein, no Member, in its capacity as a Member, shall be obligated to contribute additional capital to restore any negative balance in its Capital Account or to contribute to, or in respect of, the liabilities or the obligations of the Company. No Member shall have any liability to restore any amounts distributed from the Company, except as may be expressly required under the laws of the Commonwealth of Massachusetts or other applicable law. In no event shall any Member, in its capacity as a Member, be personally liable for any liabilities or obligations of the Company.

Section 2.8 Other Ventures of the Members

The Members and their Affiliates may at any time and from time to time engage in and possess interests in other business ventures and activities of any and every type and description, independently or with others, whether such ventures are competitive with the Company or the other Members, and whether such business ventures and activities are located adjacent to or in close proximity to the Property, or otherwise. Neither the Company nor any other Member shall, by virtue of this Agreement, have any right, title, or interest in or to such independent ventures and activities or to the income or profits derived therefrom, nor shall engaging in such ventures and activities constitute a breach of a Member's obligations hereunder. The Members and their officers and directors, shall not be obligated to devote their entire efforts to the business of the Company, but shall devote such time to Company affairs as is necessary in order to conduct the business and affairs of the Company.

ARTICLE THREE CAPITAL CONTRIBUTIONS

Section 3.1 Capital Accounts

A. A separate account (each a "Capital Account") shall be established and maintained for each Member that shall reflect (a) the Capital Contributions made by such Member to the Company and (b) such Member's share of the Profits of the Company, and shall

be charged with (c) the amount of cash and the fair market value of any other property distributed to such Member and (d) such Member's share of the Losses of the Company. It is the intention of the Members that the Capital Accounts be maintained in accordance with the provisions of Section 704(b) of the Code and the Treasury Regulations thereunder, that any liabilities be taken into account in accordance with the provisions of Section 752 of the Code and the Treasury Regulations thereunder, and that this Agreement be interpreted consistently therewith. Except as otherwise provided in the Treasury Regulations, a transferee of all or a portion of a Member's Units shall succeed to the Capital Account of its transferor to the extent allocable to the transferred Units.

B. Each Member has made a Capital Contribution to the Company as set forth on Schedule 1 hereto.

C. After each Member contributes its initial Capital Contribution pursuant to Section 3.1B, no Member shall be required to make an additional Capital Contribution.

D. In the event that the Company requires additional funds to carry out its purposes, to conduct its business, or to meet its obligations, the Company may borrow funds from such lender(s), including Members, and on such terms and conditions as are approved by the Managers.

E. No Member shall be obligated to make a loan to the Company, even if the failure to do so would result in a default of any of the Company's obligations or the loss or termination of all or any part of the Company's assets or business. The provisions of this Section 3.1 are not intended to be for the benefit of any creditor or other Person (other than a Member in its capacity as a Member) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the Company or any of the Members. Moreover, notwithstanding anything contained in this Agreement, including specifically but without limitation this Article Three, no such creditor or other Person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the Company or any Member.

Section 3.2 No Resignation or Withdrawal; Interest on Capital

No Member shall have the right to resign or withdraw and receive any distribution from the Company as a result of such resignation or withdrawal, and no Member shall have the right to receive the return of all or any part of its Capital Contributions or Capital Account, or to receive any interest on its Capital Contribution, or any other distribution, except as provided in this Agreement. No Member shall have any right to demand and receive property of the Company in exchange for all or any portion of its Capital Contributions or Capital Account, except as provided upon dissolution and liquidation of the Company.

ARTICLE FOUR
DISTRIBUTIONS; PROFITS AND LOSSES

Section 4.1 Allocation of Profits and Losses

A. Except as otherwise hereinafter provided, including without limitation the provisions of Section 4.5, Profits and Losses of the Company for each fiscal year or other relevant period shall, after giving effect to all Capital Account adjustments attributable to the Capital Contributions and distributions made with respect to such fiscal year (or portion thereof), be allocated among the Members in a manner such that the Capital Account of each Member, immediately after making such allocation, is, as nearly as possible, equal to (a) the distributions that would be made to such Member pursuant to Section 4.3 if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Book Value, all Company liabilities were satisfied (limited with respect to each nonrecourse liability to the Book Value of the assets securing such liability), and the net assets of the Company were distributed in accordance with Section 4.3 to the Members immediately after making such allocation, minus (b) such Member's share of Company Minimum Gain and Partner Minimum Gain, computed immediately prior to such hypothetical sale of assets.

B. Items comprising allocations shall be determined as follows:

(1) In the event that the Company has Profit for a Fiscal Year,

(a) for any Member as to whom the allocation pursuant to Section 4.1.A would reduce its Capital Account, such allocation shall be comprised of a proportionate share of each of the Company's items of expense or loss entering into the computation of Profit for such Fiscal Year; and

(b) the allocation pursuant to Section 4.1.A in respect of each Member (other than a Member referred to in Section 4.1.B(1)(a)) shall be comprised of a proportionate share of each Company item of income, gain, expense and loss entering into the computation of Profit for such Fiscal Year (other than the portion of each Company item of expense and loss, if any, that is allocated pursuant to Section 4.1.B(1)(a)).

(2) In the event that the Company has a Loss for a Fiscal Year,

(a) for any Member as to whom the allocation pursuant to Section 4.1.A would increase its Capital Account, such allocation shall be comprised of a proportionate share of the Company's items of income and gain entering into the computation of Loss for such Fiscal Year; and

(b) the allocation pursuant to Section 4.1.A in respect of each Member (other than a Member referred to in Section 4.1.B(2)(a)) shall be comprised of a proportionate

share of each Company item of income, gain, expense and loss entering into the computation of Loss for such Fiscal Year (other than the portion of each Company item of income and gain, if any, that is allocated pursuant to Section 4.1.B(2)(a)).

C. Notwithstanding anything to the contrary in this Section 4.1, the amount of items of Company expense and loss allocated pursuant to this Section 4.1 to any Member shall not exceed the maximum amount of such items that can be so allocated without causing such Member to have an Adjusted Capital Account Deficit at the end of any Fiscal Year, unless each Member would have an Adjusted Capital Account Deficit. All such items in excess of the limitation set forth in this Section 4.1.D shall be allocated first, to Members who would not have an Adjusted Capital Account Deficit, pro rata, in proportion to their Capital Account balances, adjusted as provided in clauses (i) and (ii) of the definition of Adjusted Capital Account Deficit, until no Member would be entitled to any further allocation, and thereafter, to all Members, pro rata, in proportion to their Percentage Interests.

Section 4.2 Distributions of Available Cash Prior to Liquidation

Distributions of Available Cash may be made from time to time at the discretion of the Managers. Except as expressly provided herein, the Managers shall make distributions of Available Cash to the Members first, to the Members in proportion to their respective Percentage Interests; provided, however, that no such distribution may exceed the positive Capital Account balance of the Member to whom the distribution is intended to be made.

Section 4.3 Distribution Upon Liquidation

Upon the liquidation of the Company, the following shall occur:

(i) first, assets of the Company shall be used to pay all current expenses, debts, and obligations;

(ii) second, there shall be made a final allocation pursuant to Sections 4.1 of Profits, Losses and other items of income, if any; and

(iii) third, the remaining assets shall, after the final allocation referred to in Section 4.3(ii), be distributed to the Members in accordance with Section 4.2.

Section 4.4 Distribution of Assets in Kind

No Member shall have the right to require any distribution of any assets of the Company in kind. If any assets of the Company are distributed in kind, such assets shall be distributed on the basis of their fair market value as reasonably determined by the Managers. Solely for the purpose of maintaining Capital Accounts, the amount by which the fair market value of any property to be distributed, as so determined, exceeds or is less than the adjusted basis of such property for book purposes shall be taken into account in determining Profit or Loss as if such

property had been sold at such fair market value. Any Member entitled to any interest in such assets shall, unless otherwise determined by the Managers, receive separate assets of the Company and not an interest as tenant-in-common with other Members so entitled, in each asset being distributed.

Section 4.5 Regulatory, Curative, Tax and Book Allocations

The Company shall make Regulatory Allocations, Curative Allocations, Tax Allocations and Book Allocations in accordance with the provisions set forth in Schedule 4.5.

Section 4.6 Tax Withholding

A The Company shall at all times be entitled to make payments with respect to any Member in amounts required to discharge any obligation of the Company to withhold from a distribution otherwise payable to such Member or with respect to amounts allocable to such Member or to make any other payments to any governmental authority with respect to any foreign, federal, state or local tax or withholding liability arising as a result of such Member's interest in the Company (a "Withholding Payment"). Any Withholding Payment made from funds withheld upon a distribution will be treated as distributed to such Member for all purposes of this Agreement. Any other Withholding Payment will be deemed to be a recourse loan by the Company to the relevant Member or, at the option of the Managers, in his discretion, any such other Withholding Payment may be withheld from future distributions to which the relevant Member is entitled. The amount of any Withholding Payment treated as a loan, plus interest thereon from the date of each such Withholding Payment until such amount is repaid to the Company at an interest rate per annum equal to the prime rate quoted in The Wall Street Journal from time to time, plus 2%, shall be repaid to the Company (a) upon demand by the Company, (b) by deduction from any distributions payable to such Member pursuant to this Agreement (with the amount of such deduction treated as distributed to the Member) as determined by the Managers in his discretion or (c) by earlier payment by the Member to the Company.

B. Any "imputed underpayment" within the meaning of Code Section 6225 paid (or payable) by the Company as a result of an adjustment with respect to any Company item, including any interest or penalties with respect to any such adjustment (collectively, an "Imputed Underpayment Amount"), shall be treated as if it were paid by the Company as a Withholding Payment with respect to the appropriate Members. The Managers shall reasonably determine the portion of an Imputed Underpayment Amount attributable to each Member or former Member. The portion of the Imputed Underpayment Amount that the Managers attribute to a Member shall be treated as a Withholding Payment with respect to such Member. The portion of the Imputed Underpayment Amount that the Managers attribute to a former Member of the Company shall be treated as a Withholding Payment with respect to both such former Member and such former Member's transferee(s) or assignee(s), as applicable, and the Managers may exercise the Company's rights pursuant to this Section 4.6 in respect of either or both of the former Member and its transferee or assignee. Imputed Underpayment Amounts treated as

Withholding Payments also shall include any imputed underpayment within the meaning of Code Section 6225 paid (or payable) by any entity treated as a partnership for U.S. federal income tax purposes in which the Company holds (or has held) a direct or indirect interest other than through entities treated as corporations for U.S. federal income tax purposes to the extent that the Company bears the economic burden of such amounts, whether by law or agreement.

Section 4.7 Distributions to Cover Members' Tax Liability

So long as the Company has sufficient Available Cash, the Managers shall distribute amounts to Members quarterly intended to cover all or a portion of the potential federal, state or local tax obligations of the Members on account of the cumulative allocation to them of taxable income in excess of tax losses pursuant to this Agreement. Such distributions shall be made with respect to each quarter prior to the date that United States calendar year individual taxpayers are required to make estimated federal tax payments with respect to such quarter. For purposes of the foregoing, such federal, state and local tax obligations of each Member shall be assumed to equal an effective combined federal and state income tax rate equal to the highest combined federal and state income tax rates applicable to any Member multiplied by the cumulative allocation to such Member of taxable income determined as described in the definition of Profits and Losses without the adjustments listed therein, and without regard to any cost recovery deduction attributable to Section 743 of the Code, with the result reduced by the cumulative amount previously distributed pursuant to this Section 4.7. Partial distribution made to the Members pursuant to this Section 4.7 shall be made in proportion to their respective amounts calculated under the previous sentence. Distributions made pursuant to this Section 4.7 shall be considered for all purposes of this Agreement as distributions to the Members pursuant to Section 4.2 hereof.

Section 4.8 Contributions to Cover Company Tax Liability

The Managers may, by delivering a written demand therefor to any Member or former Member, require any Member or former Member to make a payment of immediately available funds in such amount that the Managers reasonably determines is required by the Company to discharge its withholding tax or other tax liability in respect of such Member, including without limitation any tax imputed to the Company pursuant to Code Section 6225.

ARTICLE FIVE RIGHTS, POWERS AND DUTIES OF THE MANAGERS

Section 5.1 Management and Control of the Company

A. The Company shall have two (2) Managers, who shall be Darryl Wickens and Jeanne Maria Wickens. The Company shall not increase the number of Managers except with the Consent of the Members. Each Manager shall serve until such Manager resigns or is unable to serve as Manager, and a new Manager shall be appointed by the Consent of the Members.

B. The Managers, within the authority granted to him under and in accordance with the provisions of this Agreement, shall have the authority and responsibility to manage and control the business and affairs of the Company and to establish policies regarding the administration of the Company. Notwithstanding the foregoing, the Company is expressly prohibited from doing any of the following without a meeting at which such action is approved by the Consent of the Members: (a) take any action in contravention of this Agreement; (b) effect the liquidation, dissolution, winding-up, or merger of the Company, (c) change the nature of the business of the Company; (d) sell, exchange, transfer, assign or otherwise dispose of all or substantially all of the Company's assets; (e) provide for the merger, or consolidation of the Corporation, or form, acquire or hold any subsidiary; (f) enter into agreements to employ agents, attorneys, accountants, engineers, appraisers, or other consultants or contractors for which the annual cost to the Company is in excess of \$100,000; (g) purchase, sell, transfer, or mortgage any real property or execute, acknowledge, deliver, and record any deeds, leases, mortgages, liens, easements, agreements, contracts, documents, certifications and instruments purporting to affect the Company's interest in real property; (h) incur, create or assume any indebtedness, or secure the same by mortgage, pledge or other lien on any assets of the Company; (i) guaranty the obligations of any person or entity; (j) enter into a joint venture or other teaming agreement with any other person or entity; (k) incur any capital expense on behalf of the Company, or acquire other significant assets or any interest therein; or (l) compromise or otherwise settle any claim (including any claim in litigation), which compromise or settlement is in excess of \$150,000.

C. The Managers shall have no exclusive duty to act on behalf of the Company. The Managers may have other business interests and may engage in other activities in addition to those relating to the Company. The Company shall not have any right, by virtue of this Agreement, to share or participate in any other investments or activities of the Managers. The Managers shall not incur any liability to the Company or to any of the Members as a result of engaging in any other business or venture.

Section 5.2 Officers.

A. Each officer shall be appointed, removed or replaced by the Managers after a meeting of the Members called for such purpose, provided that for so long as Darryl Wickens and Jeanne Maria Wickens own a majority of the Units, Darryl Wickens shall be the President of the Company. Darryl Wickens shall have the authority to control the day-to-day operations of the Company. He shall preside at all meetings of the Members and any officers. He may sign deeds, mortgages, bonds, contracts, or other instruments which the Members have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Members to some other officer or agent of the Company or shall be required by law to be otherwise signed or executed; and, in general, shall perform all duties incident to his position as the highest-ranking officer of the Company.

B. Darryl Wickens has the right to remove any officer of the Company at any time.

Section 5.3 Compensation of Managers. The Managers shall serve the Company without compensation, but shall be entitled to reimbursement of any expenses incurred by the Managers in connection with the performance of services for or on behalf of the Company.

Section 5.4 Contracts with Members. The Company may engage in business with, or enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the Company of goods, services or space with any Member or Manager or Affiliate of a Member or Manager, and may pay compensation in connection with such business, goods, services or space, provided in each case the amounts payable thereunder are reasonably comparable to those that would be payable to unaffiliated persons under similar agreements.

Section 5.5 Indemnification. No Manager, officer or Member (each an “Indemnified Party”) shall be liable, responsible or accountable in damages or otherwise to the Company or any Member for any loss or damage incurred by reason of any act or omission performed or omitted by such Indemnified Party in good faith either on behalf of the Company or in furtherance of the interests of the Company and in a manner reasonably believed by such Person to be within the scope of the authority granted to such Person by this Agreement or by law or by the Managers in accordance with the provisions of this Agreement, provided that such Person was not guilty of gross negligence, willful misconduct or any other breach of duty with respect to such act or omission. To the fullest extent permitted by law, Indemnified Parties who in good faith rely on the opinions of counsel and other professional advisors shall, to the extent their actions are consistent with such opinions, be deemed not to be guilty of gross negligence, willful misconduct or any other breach of duty with respect to such act or omission. To the fullest extent permitted by law, the Company, out of its assets and not out of the assets of the Members, shall indemnify and hold harmless each Indemnified Party who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Company), by reason of any act or omission or alleged act or omission arising out of such Person’s activities as a Manager, officer or Member if such activities were performed in good faith either on behalf of the Company or in furtherance of the interests of the Company, and in a manner reasonably believed by such Person to be within the scope of the authority conferred by this Agreement or by law or by the Managers in accordance with the provisions of this Agreement, against losses, damages, or expenses for which such Person has not otherwise been reimbursed (including attorneys’ fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by such Person in connection with such action, suit or proceeding so long as such Person was not guilty of gross negligence, willful misconduct or any other breach of duty with respect to such acts or omissions, and, with respect to any criminal action or proceeding, and had no reasonable cause to believe its conduct was unlawful and provided that the satisfaction of any indemnification and any holding harmless shall be from and limited to Company assets, and the Members shall not have any personal liability on account thereof.

Section 5.6 Insurance.

The Company may purchase and maintain insurance on behalf of the Indemnified Parties against any liability that may be asserted against or expense that may be incurred by such Person in connection with the Company's activities. Any indemnification from the Company provided for hereunder will be satisfied out of Company assets (including insurance proceeds) only.

ARTICLE SIX
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE COMPANY

Section 6.1 Events Causing Dissolution

The Company shall dissolve and its affairs shall be wound up upon the first to occur of the following events:

- A. the sale or disposition by the Company of all or substantially all of its assets;
- B. the Consent of Members; or
- C. the entry of decree of dissolution, judicial or otherwise, under the laws of the Commonwealth of Massachusetts.

Section 6.2 Liquidation

A. Upon dissolution of the Company, the Managers or, if one is appointed, an authorized liquidating trustee, shall wind up the Company's affairs. Upon termination and dissolution of the Company and liquidation of its assets, the Managers (or trustee, if applicable) shall apply the Company's assets to the payment of all liabilities owing to creditors in accordance with the applicable law. The Managers (or trustee, if applicable) shall set up such reserves as it deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Said reserves may be paid by the Managers (or trustee, if applicable) upon dissolution to a bank or trust company to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period or occurrence of such events as the Managers (or trustee, if applicable) may in establishing such reserves deem advisable, such reserves shall be distributed to the Members or their assigns in the manner set forth in this Section 6.2.

B. After paying liabilities and providing for reserves in accordance with Section 6.2A, the Managers (or trustee, if applicable) shall make a final allocation of Profit or Loss, as the case may be, and other items to the Members' Capital Accounts in accordance with Article Four, which allocation shall take into account any unrealized gains and losses with respect to assets to be distributed in kind in accordance with Sections 1.704-1(b)(2)(iv)(e) and 1.704-1(b)(2)(iv)(f) of the Treasury Regulations. The remaining assets of the Company shall then be distributed to and among the Members in accordance with Section 4.3. In the event that any part

of such remaining assets consists of property, securities or accounts receivable or other non-cash assets, the Managers (or trustee, if applicable) may, but need not, take such steps as it deems appropriate to convert such assets into cash or into any other form which would facilitate the distribution thereof. No Member shall have the right to demand or receive property or other assets other than cash in return for its contribution.

ARTICLE SEVEN AMENDMENTS

Except as otherwise specifically provided by law or by any other provision of this Agreement, this Agreement may be amended by the Managers with the Consent of the Members. The Managers shall, within a reasonable time after the adoption of any amendment to this Agreement, make any filings or publications if required by the laws of the Commonwealth of Massachusetts or desirable to reflect such amendment.

ARTICLE EIGHT BOOKS AND RECORDS; ACCOUNTING; TAX ELECTIONS; ETC.

Section 8.1 Books of Account

The Managers shall cause to be kept and maintained, in accordance with generally accepted accounting principles modified as agreed to by the Managers from time to time consistently applied from year to year, complete and accurate books, records and accounts of the Company. Such books shall be kept on the basis of a calendar year using the accrual method of accounting modified as determined by the Managers from time to time, and shall be closed and balanced at the end of each year. An accounting of all items of receipts, income, gains, credits, costs, expenses and losses arising out of or resulting from the ownership, management, and operation of the Company business shall be made by the Managers annually as of December 31st of each year, and in the event the Company is terminated, within ninety (90) days of the final liquidation of the Company.

Section 8.2 Inspection

All books, records and accounts of the Company, together with executed copies of this Agreement and any amendments thereto shall be kept at all times at the principal office of the Company. All Members and their duly authorized representatives shall have the right to examine such books, records and accounts at any and all reasonable times and to make copies or extracts therefrom.

Section 8.3 Accounts

The Managers shall determine the accounts to be opened by the Company, and the Managers shall be responsible for maintaining said accounts which shall be used for the payment

of the disbursements properly chargeable to the Company, and in which, to the extent permitted by law, shall be deposited the receipts and income received by the Company. All such income, receipts and amounts required by this Section 8.3 to be deposited in said accounts shall be and remain the property of the Company, and shall be received, held and disbursed by the Managers to be applied only for the purposes herein specified. There shall not be deposited in any accounts any funds other than those above specified, and no other funds shall be in any way commingled with such funds. Withdrawals shall be made from said accounts only for the purpose of making payment of expenditures of the Company and distributions herein authorized. The Managers shall designate the signatories for the Company accounts. All expenses incurred by the Company will be billed directly to and paid by the Company. No Member has any obligation to pay Company expenses out of its own funds.

Section 8.4 Reports

The Tax Matters Member, as defined in Section 11.1, shall cause to be prepared all federal, state and local income and other tax returns of the Company. The Tax Matters Member shall cause copies of all tax returns of the Company to be delivered to the Members for their review and approval at least thirty (30) days prior to the statutory date for filing thereof, including extensions of such filing deadlines, if any. If a Member shall fail to give its approval to any such return, within fifteen (15) business days of the receipt of such return, such dispute shall be submitted to the Company's independent tax consultant who shall resolve any disputes and whose determination as so made shall be conclusive and binding upon the Members.

Section 8.5 Elections

The Company shall make and revoke such elections under the Code and the Treasury Regulations (including, without limitation, those permitted by Sections 83, 704(b), 704(c), 709(b), 754, 6221(b) and 6226 of the Code), and state tax or similar laws, as the Managers reasonably and in good faith determines to be appropriate. Without limiting the foregoing, the Managers may cause the Company to elect (or revoke any election) to treat, for tax purposes, the fair market value of any Units transferred or issued in connection with the performance of services as the liquidation value of such Units to the extent permitted by applicable law. With respect to all Units transferred or issued in connection with the performance of services as to which an election is in effect to use liquidation value as fair market value, the Company and each of the Members, including the Member to whom such Units are transferred or issued, and their respective assignees shall comply with all of the requirements under the Code and the Treasury Regulations of the election (including, without limitation, under any safe harbor to which the election relates). The Company is authorized to deliver and file, and each Member having responsibility for federal income tax reporting by the Company is authorized to execute, such documents as the Managers determines are necessary or appropriate to give effect to the provisions of this Section 8.5.

ARTICLE NINE
RESTRICTIONS ON TRANSFER

Section 9.1 Transfer of Units

(a) Except as otherwise specifically provided in this Article 9 with respect to Permitted Transfers, no Member shall have the right to Transfer any of its Units unless the Managers consents to the Transfer in writing, which Consent the Managers may grant or withhold in his sole and absolute discretion. Each Member acknowledges the reasonableness of the restrictions on Transfer of Units imposed by this Agreement in view of the Company purposes and the relationship of the Members.

(b) No Transfer of the Units shall be made if, in the opinion of counsel to the Company, such Transfer (i) may not be effected without registration under the Securities Act, (ii) would result in the violation of any applicable state securities laws, (iii) would result in a termination of the Company under I.R.C. § 708, or (iv) would result in the treatment of the Company as an association taxable as a corporation or as a “publicly-traded limited partnership” for tax purposes.

(c) The Company shall not be required to recognize any Transfer until the instrument conveying such Units has been delivered to the Managers for recordation on the books of the Company. Unless an assignee becomes a substituted Member in accordance with the provisions of Section 9.2 below, it shall not be entitled to any of the rights granted to a Member hereunder, other than the right to receive all or part of the share of the Profits, Losses and Partner Nonrecourse Deductions (and items thereof), its distributions of cash or property or returns of capital to which its assignor would otherwise be entitled in respect of the Units Transferred.

Section 9.2 Substitute Member

(a) A Person who receives a Transfer of a Unit shall become a substituted Member entitled to the rights of a Member if, and only if:

- (i) the assignor gives the assignee such right;
- (ii) in the case of a Transfer by a Member, the Transfer has been approved by the Managers; and
- (iii) the assignee executes and delivers an instrument, in form and substance satisfactory to the Managers and counsel to the Company, as may be necessary, appropriate or desirable to confirm the agreement of the assignee to be bound by the terms and provisions of this Agreement.

(b) The Company, the Members and Managers shall be entitled to treat the record owner of any Units as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as a written assignment of such Units has been received and approved by the Managers and recorded in the books of the Company.

Section 9.3 Restrictions as to Certain Matters

Any Transfer of Units permitted by this Article Nine shall be subject to the following restrictions and conditions:

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

(b) The Managers may require, as a condition to the admission to the Company as a Member of any transferee who is not a Member, that such transferee demonstrate to the satisfaction of the Managers that he, she or it is either a financially responsible person or has one or more financially responsible persons who have affirmatively assumed the financial obligations of the transferee under this Agreement, if any, on his, her or its behalf.

(c) Unless the Managers have specifically approved otherwise in writing, a transferor of Units (if the transferee is a Member hereunder or if the transferee becomes a Member pursuant to the provisions of this Agreement) shall not be relieved of liability under this Agreement with respect to the transferred Units arising or accruing on or after the effective date of the Transfer, except to the extent of the payments made in the transferor's place by any transferee of its Units; and the Company may proceed to collect any amount due from the transferor as and when due, together with interest thereon from the date for payment stated herein at the rate of twelve percent (12%) per annum, compounded monthly (but not exceeding the maximum rate permitted by law) and all costs and expenses of collection incurred by the Company (including reasonable fees and disbursements of counsel).

(d) Any person who acquires Units, whether or not such person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the Company as a Member as provided in Section 9.2(b), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this

Agreement with respect to such Units and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such Units.

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

Section 9.4 Transfers to Other Members.

Notwithstanding any other term or provision of this Agreement, nothing shall prohibit the Transfer by any Member of its Units to another Member; provided, however, that the transferee(s) of such Units with respect to any such Transfer shall be subject in all respects, from and after the date of such Transfer, to the provisions of this Article Nine.

Section 9.5 Redemption Right upon Involuntary Transfer.

(a) The Company shall redeem (the “Redemption Right”) all of the Units owned by a Member (the “Redeemed Member”) upon the occurrence of any of the following events:

(i) the appointment of a trustee, receiver or conservator with respect to the Redeemed Member or his or her property, the commencement by or against the Redeemed Member of any proceeding under the United States Bankruptcy Code or any other federal or state bankruptcy, reorganization, receivership, insolvency or other similar law affecting the rights of creditors generally, provided however that no Member shall be deemed to have given a transfer notice to the Company unless an involuntary bankruptcy proceeding has not been dismissed within forty-five (45) days after the filing thereof;

(ii) if the Redeemed Member’s Units are subject to a transfer pursuant to (A) a final judgment, (B) a final court order, operation of law, by gift or otherwise without consideration (other than pursuant to a Permitted Transfer), or (C) a final award or judgment (other than a Permitted Transfer) issued in connection with a divorce or spousal separation for which all appeal rights have been exhausted; or

(iii) if the Redeemed Member attempts to otherwise transfer his Units (other than pursuant to a Permitted Transfer); or

(iv) the Redeemed Member is a “Defaulting Member” pursuant to Section 10.1 hereof.

(b) The Company shall exercise the Redemption Right by providing written notice to the Redeemed Member of such exercise at any time within ninety (90) days after the event that gives rise to the Redemption Right.

(c) Upon the exercise of a Redemption Right, the Company shall pay to the Redeemed Member the Book Value of such Member’s Units, as determined by the Company’s regularly engaged outside accounting firm (the “Redeemed Value”).

(d) Each Member acknowledges that the Redeemed Value is fair value for the Units and that no Member, his heirs, representatives or assigns, may challenge the adequacy or fairness of the Redeemed Value.

(e) To the extent permitted by law, for a two-year period following the Company’s purchase of the Redeemed Member’s Units, the Redeemed Member shall not, except with the prior written consent of the Company, directly or indirectly, individually or as an officer, director, employee, partner, stockholder, consultant, adviser, subsidiary, parent, affiliate, independent contractor of any business entity, (i) provide site work or concrete services to any person or entity who was a customer of the Company during the two-year period preceding the purchase of the Redeemed Member’s Units, (ii) interfere with the Company’s relationship with any person or entity who at any time during such period is a client of the Company, or (iii) induce directly or indirectly any professional employee of the Company to terminate his or her employment by the Company. Notwithstanding the foregoing, a Redeemed Member may continue any business conducted by such Member prior to such termination.

Section 9.6 Specific Performance

The Members acknowledge that the Units are unique and not obtainable elsewhere and that the breach or failure to perform any obligation, covenant or duty hereunder to be performed will cause the Members irreparable harm and damage for which there is no adequate remedy at law. Accordingly, the parties hereunder may institute and maintain a proceeding to compel specific performance of this Agreement by the Member in default. The defaulting Member also agrees to be responsible for all costs and reasonable attorneys’ fees incurred in the enforcement of such specific performance. It is further agreed that this Agreement shall not be abridged or abrogated because of other rights inuring to a Member of a closely held business under the law.

ARTICLE TEN DEFAULT

10.1 Default by a Member.

The occurrence of any one or more of the following events shall constitute an event of default by a Member hereunder (an “Event of Default”):

- (a) The violation by a Member of any material term of this Agreement or the failure by a Member to perform any of its material obligations under this Agreement, which violation or failure is not cured within thirty (30) days following the defaulting Member’s receipt of written notice of such violation or failure, provided that if such default is not capable of being cured within such thirty (30) day period, such thirty (30) day period shall be extended up to one additional thirty (30) day period if such Member has diligently prosecuted such cure during the initial thirty (30)-day period;
- (b) A Member’s attempted Transfer of all or any portion of its rights or obligations under this Agreement in contravention of the requirements of this Agreement;
- (c) If the Units of a Member become subject to a charging order or attempted Transfer not permitted hereunder;
- (d) A Member (i) admits in writing that it is unable to pay its debts as they come due, (ii) commences a bankruptcy action under Title 11 of the United States Code, §§ 101 *et seq.* or under a similar state insolvency statutory scheme, or (iii) has an involuntary proceeding under Title 11 of the United States Code, §§ 101 *et seq.* or under a similar state insolvency statutory scheme commenced against such Member, which proceeding is not dismissed within sixty (60) days;
- (e) A Member dissolves or otherwise terminates its existence;
- (f) A Member ceases to be an employee of the Company; or
- (g) A Member, or Person controlling a Member, (1) fails to perform and discharge his or its material duties and responsibilities; (2) engages in misconduct that is injurious to the Company or to the Member’s ability to perform his or its duties and responsibilities hereunder, as determined in the reasonable discretion of the senior management of the Company; (3) commits fraud, embezzlement or other acts of dishonesty with respect to the Company; (4) is convicted of, or enters a plea of guilty or *nolo contendere* to a felony; (5) is willfully away from work for a prolonged time, other than due to disability; or (6) breaches the confidentiality

provisions hereof.

10.2 Effect of Default.

During the existence of an Event of Default, the defaulting Member (“Defaulting Member”) shall not be entitled to any distributions or other payments from the Company, including any reimbursement of expenses, shall not be entitled to participate in the management of the Company or to Consent as a Member, but shall not be excused from any obligations hereunder. Upon an Event of Default, the Company shall redeem the Interests owned by the Defaulting Member pursuant to Section 9.5 hereof.

ARTICLE ELEVEN MISCELLANEOUS PROVISIONS

Section 11.1 Partnership Representative

A. *Appointment.* Darryl Wickens shall be the “partnership representative” within the meaning of Code Section 6223(a) (the “Tax Matters Member”), and each Member agrees that the Managers are authorized to take (or cause the Company to take) such other actions as may be necessary pursuant to Treasury Regulations or other Internal Revenue Service or Treasury guidance to cause the person named as such to be designated as the “partnership representative” if necessary.

B. *Tax Examination and Audits.* The Tax Matters Member will be authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by tax authorities, including resulting administrative and judicial proceedings, in its capacity as such and shall keep the Members reasonably informed of any such administrative and judicial proceedings, and will be authorized to expend Company funds for professional services and other expenses reasonably incurred in connection therewith. Each Member agrees to cooperate with the Company and to do or refrain from doing any or all things reasonably requested by the Company with respect to the conduct of such proceedings. Promptly following the written request of the Tax Matters Member, the Company, shall, to the fullest extent permitted by the Act, reimburse and indemnify the Tax Matters Member for all reasonable expenses, including reasonable legal and accounting fees, claims, liabilities, losses and damages incurred by the Tax Matters Member in connection with any administrative or judicial proceeding (i) with respect to the tax liability of the Company and/or (ii) with respect to the tax liability of the Members in connection with the operations or activities of the Company.

C. *Elections and Procedures.* In the event of an audit of the Company that is subject to the partnership audit procedures enacted under subchapter C of chapter 63 of the Code and the Treasury Regulations thereunder (the “Centralized Partnership Audit Regime”), the Tax Matters Member, in its sole discretion, shall have the right to make any and all elections and to take any actions that are available to be made or taken by the Tax Matters Member or the Company under

the Centralized Partnership Audit Regime (including any election under Code Section 6226). If an election under Code Section 6226(a) is made, the Company shall furnish to each Member for the year under audit a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment, and each Member shall take such adjustment into account as required under Code Section 6226(b).

D. Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. To the extent that the Tax Matters Member does not make an election under Code Section 6221(b) or Code Section 6226, the Company shall use commercially reasonable efforts to (i) make any modifications available under Code Section 6225(c)(3), (4), and (5), and (ii) if requested by a Member, provide to such Member information allowing such Member to file an amended federal income tax return, as described in Code Section 6225(c)(2), to the extent such amended return and payment of any related federal income taxes would reduce any taxes payable by the Company.

Section 11.2 Notification

All communications provided for hereunder shall be in writing and shall be delivered or mailed prepaid by registered or certified mail or overnight air courier, or by facsimile communication, in each case addressed to a party at its address set forth on Schedule 1 hereto, or to such other address such party or its assignee shall designate to the other parties hereto in writing; provided, however, that a notice to a party by overnight air courier shall only be effective if delivered to such party at a street address designated for such purpose, and a notice to a party by facsimile communication shall only be effective if confirmed by transmission of a copy thereof by prepaid overnight air courier.

Section 11.3 Binding Provisions

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto.

Section 11.4 No Waiver. The failure of any Member to seek redress for violation, or to insist on strict performance, of any covenant or condition of this Agreement shall not prevent a subsequent act which would have constituted a violation from having the effect of an original violation.

Section 11.5 Legends

If certificates are issued evidencing Units, whether now or hereafter owned by the Members, such certificates shall be subject to the terms of this Agreement and shall have endorsed in writing, stamped or printed, thereon the following legend:

THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF AN OPERATING AGREEMENT DATED AS OF November 19, 2020, AS SUCH AGREEMENT MAY BE AMENDED FROM TIME TO TIME, COPIES OF WHICH ARE ON FILE WITH THE COMPANY.

Section 11.6 Governing Law

This Agreement and the application or interpretation hereof shall be governed exclusively by, and construed exclusively in accordance with, the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws. Any action, suit or other legal proceeding with respect to this Agreement shall solely be brought in the Superior Courts for the Commonwealth of Massachusetts or in the United States District Court for the District of Massachusetts. The parties consent to and accept the jurisdiction of such courts and waive any objection (including any objection to venue or any objection based upon the grounds of forum *non conveniens*) which might be asserted against the bringing of any such action, suit or other legal proceeding in such courts.

Section 11.7 Severability of Provisions

Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions of this Agreement, or the application of such provision to any Person or circumstance, shall be held invalid or unenforceable in any jurisdiction, such provision or provisions shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof, or the application of the affected provision to Persons or circumstances other than those to which it was held invalid or unenforceable, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 11.8 Entire Agreement

This Agreement constitutes the entire agreement among the parties. This Agreement supersedes any prior agreement or understanding among the parties and may not be modified or amended in any manner other than as set forth herein or therein.

Section 11.9 Section Titles

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

Section 11.10 Counterparts

This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto notwithstanding that all the parties have not signed the same counterpart.

Section 11.11 Acknowledgement

Each Member warrants that such Member has read this Agreement, understands its contents, has freely and voluntarily entered into the same after having received legal advice from legal counsel of his own choosing as to his rights hereunder, and has not been influenced by any representation of any party or person or persons acting for or on behalf of any of the other parties hereto.

Section 11.12 Waiver of Partition

Each Member agrees that irreparable damage would be done to the Company if any Member brought an action in court to dissolve the Company. Accordingly, to the fullest extent permitted by law, each Member agrees that he, she or it shall not, either directly or indirectly, take any action to require partition or appraisal of the Company or of any of the assets or properties of the Company, and notwithstanding any provisions of this Agreement to the contrary, each Member (and his, her or its successors and assigns) accepts the provisions of the Agreement as his, her or its sole entitlement on termination, dissolution and/or liquidation of the Company, and hereby irrevocably waives any and all rights to maintain any action for partition or to compel any sale or other liquidation with respect to his, her or its Units, in or with respect to any assets or properties of the Company. Each Member agrees that he, she or it will not petition a court for the dissolution, termination or liquidation of the Company.

Section 11.13 Confidentiality. The embers and Managers of the Company shall maintain the confidentiality of all trade secrets and all other materials, know-how, plans, concepts, ideas, financial information, documents and other information relating to the Company that are not publicly available (“Confidential Information”). All contracts, memoranda, reports, records, data, estimates, bids, drawings or other written, photographic, or other tangible material containing Confidential Information, whether created by the Members or others, which shall come into his or her custody or possession, shall be and are the exclusive property of the Company to be used only in furtherance of the interests of the Company. No Member shall use such Confidential Information for any purpose other than for the benefit of the Company and in furtherance of the Company’s business objectives. No Member shall reveal any Confidential Information to anyone other than his or her attorney or accountant who is subject to a binding legal obligation to hold such information confidential.

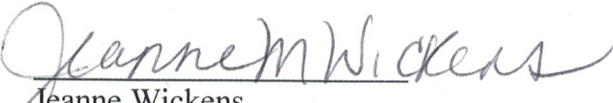
[Signatures Appear on Following Page]

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

Managers:



Darryl Wickens

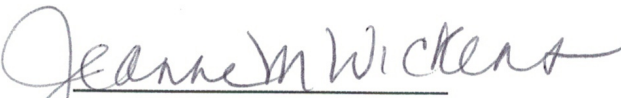


Jeanne Wickens

Members:



Darryl Wickens



Jeanne Wickens

Schedule 1

GREENBRIDGE TECHNOLOGIES LLC

MEMBERS AND PERCENTAGE INTERESTS

November 19, 2020

Members	Capital Contribution	Percentage Interest	Units
Darryl Wickens		50%	
Jeanne Wickens		50%	
Total		100.00%	100.00

GREENBRIDGE TECHNOLOGIES LLC

Schedule 2

Definitions

The defined terms used in this Agreement shall, unless the context otherwise requires, have the meanings specified in this Schedule 2. The singular shall include the plural and the masculine gender shall include the feminine, the neuter and vice versa, as the context requires:

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision to this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Treasury Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

“Affiliate” means, when used with reference to a specified Person, any Person that directly or indirectly Controls or is Controlled by or is under common Control with the specified Person.

“Available Cash” means all income of the Company of any nature from any source computed on a cash basis for the calendar year (or any lesser period for which a computation of Available Cash may be required), after satisfying all liabilities of the Company then due and payable, and after payment in full of all principal and accrued and unpaid interest on all loans from Members, and after reservation of such amounts as the Manager reasonably deems necessary to withhold for payment of current and future Company expenses.

“Book Value” means, with respect to any asset of the Company, such asset’s adjusted basis for federal income tax purposes, except that: (i) the initial Book Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as such value is determined under this Agreement; (ii) the Book Value of all assets of the Company shall be adjusted to equal their respective gross fair market values, as determined by the Manager

at and as of the following times: (A) the acquisition of an additional or new interest in the Company by a new or existing Member in exchange for other than a de minimis Capital Contribution by such Member; (B) the distribution by the Company to a Member of more than a de minimis amount of any asset of the Company (including cash or cash equivalents) as consideration for all or any portion of an interest in the Company; (C) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); and (D) any other instance in which such adjustment is permitted under Treasury Regulations Section 1.704-1(b)(2)(iv) (e.g., in connection with the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company; provided, however, that adjustments pursuant to clauses (A), (B), (C), or (D) of this sentence shall be made if the Manager reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members; (iii) the Book Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution; and (iv) the Book Value of the assets of the Company shall be increased (or decreased) to reflect any adjustment to the adjusted basis of such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m). If the Book Value of an asset has been determined or adjusted pursuant to the preceding clauses (i) or (ii), such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Capital Contribution” means with respect to any Member as of any date of determination the sum of (i) the amount of money that such Member has contributed to the Company, (ii) the initial Book Value, as agreed upon by the Members, of any property that such Member has contributed (net of any liabilities secured by such property or that the Company assumes or takes the property subject to under Section 752 of the Code, in acquiring such property from such Member), and (iii) the amount of any Company liabilities that the Member has assumed within the meaning of Section 1.704-1(b)(2)(iv)(c) of the Treasury Regulations, other than in connection with receiving one or more distributions from the Company.

“Code” means the United States Internal Revenue Code of 1986, as amended from time to time, and, where applicable, any predecessor or successor thereto.

“Company Minimum Gain” shall have the same meaning as the meaning of “partnership minimum gain” set forth in Treasury Regulation Sections 1.704-2(b)(2) and 1.704-2(d).

“Consent” means the prior written affirmative vote, consent or approval of a Member, Manager or officer, given as provided herein, or the affirmative vote, consent or approval of such person at a meeting held pursuant to the terms hereof, as the case may be, to do the act or thing for which the affirmative vote, consent or approval is solicited, or the act of granting such affirmative vote, consent or approval, as the context may require.

“Consent of the Members” means the vote, written consent or approval of the Members

owning fifty-one percent (51%) or more of the issued and outstanding Units taken after a meeting as provided herein.

“Control” (including with correlative meanings, the terms “Controlling,” “Controlled by” and “under common Control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, through one or more intermediaries, of the following: (a) in the case of a corporation, more than fifty percent (50%) of the outstanding voting securities thereof; (b) in the case of a limited liability company, partnership, limited partnership or joint venture, the right to more than fifty percent (50%) of the distributions therefrom (including liquidating distributions); (c) in the case of a trust or estate, more than fifty percent (50%) of the beneficial interest therein; (d) in the case of any other entity, more than fifty percent (50%) of the economic or beneficial interest therein; or (e) in the case of any entity, the power or authority, through ownership of voting securities, by contract or otherwise, to direct the management, activities or policies of the entity.

“Depreciation” means, for each fiscal year or other period, an amount equal to the federal income taxation depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such fiscal year or other period, provided, however, that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such fiscal year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization or other cost recovery deduction with respect to such assets for such fiscal year or other period bears to such beginning adjusted tax basis; and provided further, that if the federal income tax depreciation, amortization or other cost recovery deduction for such fiscal year or other period is zero, Depreciation shall be determined with reference to such beginning Book Value using any reasonable method selected by the Manager.

“Fiscal Year” means the twelve months ending December 31, unless another fiscal year must be used under applicable federal income tax laws for the Company to avoid having to pay any amount for deferral pursuant to Section 444 of the Code, in which case the Fiscal Year shall mean such other required fiscal year.

“Interest” means the rights and obligations of a Member in the Company as set forth in this Agreement.

“Member” means any Person who is a Member of the Company as shown on the books of record of the Company at the time of reference thereto, in such Person’s capacity as a Member of the Company.

“Minimum Gain” shall have the meaning given in Section 1.704-2(d) of the Treasury Regulations.

“Nonrecourse Deductions” shall have the meaning given in Section 1.704-2(b)(1) of the

Treasury Regulations.

“Partner Minimum Gain” shall mean member “nonrecourse debt minimum gain” as set forth in Section 1.704-2(i)(3) of the Treasury Regulations.

“Partner Nonrecourse Debt” shall have the meaning given in Section 1.704-2(b)(4) of the Treasury Regulations.

“Partner Nonrecourse Deductions” shall have the meaning given in Section 1.704-2(i)(2) of the Treasury Regulations.

“Percentage Interest” shall be, with respect to each Member (i) the number of Units owned by such Member divided by (ii) the aggregate number of Units owned by all Members, expressed as a percentage.

“Permitted Transfer” shall mean a Transfer of Units to (a) another Member, or (b) a corporation, trust, partnership or other entity (i) the beneficial owners of which include only Members or Affiliates of Members, and (ii) which is Controlled, directly, by one or more Members; provided that in the case of any such Transfer, the transferee, in connection with such Transfer, agrees in writing for the benefit of all parties hereto to be bound by this Agreement to the full extent applicable to the transferor and the Transferring Members shall comply with any requirements of a third party, including a lender, with respect to the approval of such Permitted Transfer.

“Person” means an individual, corporation, limited liability company, partnership, trust, unincorporated association, or government or any agency or political subdivision thereof.

“Profit” or “Loss” means, for each Fiscal Year or other accounting period, an amount equal to the taxable income or loss for such period determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be separately stated pursuant to Section 703(a)(1) of the Code shall be included in such taxable income or loss), including each item thereof, computed with the following adjustments:

(i) income that is exempt from federal income tax and that is not otherwise taken into account in computing Profit or Loss shall be added to such taxable income or loss;

(ii) expenditures that are described in Section 705(a)(2)(B) of the Code (or that are treated as described in such Section pursuant to Section 1.704-1(b)(2)(iv)(i) of the Treasury Regulations) and that are not otherwise taken into account in computing Profit and Loss shall be subtracted from such taxable income or loss;

(iii) unrealized gains and losses with respect to assets that are distributed in kind shall be taken into account in accordance with Sections 1.704-1(b)(2)(iv)(e) and 1.704-1(b)(2)(iv)(f) of the Treasury Regulations;

(iv) adjustments in the book values of properties as a result of revaluations of such properties pursuant to the last sentence of Section D of Schedule 4.5 shall be treated as gains or losses, as the case may be, from dispositions of such properties in accordance with Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations;

(v) gains, losses and cost recovery deductions with respect to properties that are properly reflected, under Section 1.704-1(b)(2)(iv) of the Treasury Regulations, on the Partnership's books at values that differ from the Partnership's tax bases in those properties shall be determined with reference to the book values of those properties in accordance with Sections 1.704-1(b)(2)(iv)(f), 1.704-1(b)(2)(iv)(g) and 1.704-1(b)(4)(i) of the Treasury Regulations; and

(vi) items that are specially allocated pursuant to Section 4.5 shall not be taken into account in computing a Profit or Loss for any year or other period.

"Transfer" means voluntarily or involuntarily to transfer, sell, assign, pledge, collateralize, hypothecate, give, create a security interest in or lien on, place in trust (voting or otherwise), assign or in any other way encumber or dispose of, directly or indirectly and whether or not by operation of law or for value.

"Treasury Regulations" means the Income Tax Regulations (final, temporary and, as applicable, proposed) promulgated from time to time under the Code. References to specific sections of the Treasury Regulations shall be to such sections as amended, supplemented or superseded by Treasury Regulations currently in effect.

"Unit" means a unit of incremental ownership interest in the Company, which, when held by a Member, provides the basis for the calculation of the economic and voting rights of such Member relative to other the Members.

"Unreturned Capital Contribution" of a Member shall equal the aggregate Capital Contributions of such Member, less distributions to such Member pursuant to Section 4.2(i).

GREENBRIDGE TECHNOLOGIES LLC

Schedule 4.5

Regulatory, Curative and Tax and Book Allocations

A. **Regulatory Allocations.** Before any allocations are made pursuant to Section 4.1, the following allocations (the “Regulatory Allocations”) shall be made:

(i) **Qualified Income Offset.** If any Member unexpectedly receives any adjustment, allocation or distribution described in Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations that causes it to have an, or increases the amount of its, Adjusted Capital Account Deficit, items of Company income and gain shall be allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, such Member’s Adjusted Capital Account Deficit as quickly as possible, provided that an allocation pursuant to this paragraph A(i) shall be made to a Member only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in Article Four have been tentatively made as if this paragraph A(i) were not in this Agreement. This paragraph A(i) is intended to constitute a “qualified income offset” as defined in Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations.

(ii) **Gross Income Allocation.** If any Member has an Adjusted Capital Account Deficit as of the end of any Fiscal Year or other accounting period of the Company that is in excess of any amounts such Member is deemed to be obligated to restore to its Capital Account pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(h)(5) of the Treasury Regulations, items of Company income and gain in the amount of such excess shall be allocated to such Member as quickly as possible, provided that an allocation pursuant to this paragraph A(ii) shall be made to a Member only if and to the extent that such Member would have an Adjusted Capital Account Deficit that is in excess of any amount such Member is deemed to be obligated to restore to its Capital Account pursuant to such penultimate sentences after all other allocations provided for in Article Four have been tentatively made as if this paragraph A(ii) were not in this Agreement. If there are insufficient items of Company income and gain to eliminate all such excesses, such allocations shall be made among all Members having such an excess in proportion to such excesses.

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

required to be adjusted pursuant to such Section of the Treasury Regulations.

(iv) Limitation on and Reallocation of Losses. A Loss allocation shall not be made to a Member if and to the extent that such allocation would cause such Member to have an, or increase the amount of its, Adjusted Capital Account Deficit at the end of any Fiscal Year or other accounting period. A Loss allocation that would be made to a Member but for this paragraph A(iv) shall instead be made to the other Members to the extent of and in proportion to the amounts of such Loss that they could then be allocated without themselves having Adjusted Capital Account Deficits and thereafter to the Members in proportion to their Percentage Interests.

(v) Minimum Gain Chargeback. If there is a net decrease in the Minimum Gain of the Company or in the Partner Minimum Gain attributable to Partner Nonrecourse Debt during any Fiscal Year or other accounting period, then items of income or gain of the Company for such Fiscal Year or other accounting period (and, if necessary, subsequent Fiscal Years or accounting periods) shall be allocated to each Member or to each Member who has a share of such Partner Minimum Gain (determined as set forth in Section 1.704-2(i) of the Treasury Regulations), as the case may be, in an amount equal to such Member's share of the net decrease in the Minimum Gain (determined in accordance with Sections 1.704-2(d)(1) and 1.704-2(g) of the Treasury Regulation) or in an amount equal to such Member's share of the net decrease in the Partner Minimum Gain (determined in accordance with Sections 1.704-2(i)(3) and 1.704-2(i)(5) of the Treasury Regulations), as the case may be.

(vi) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year or other accounting period (not including, any Partner Nonrecourse Deductions) shall be allocated among the Members in proportion to their respective Percentages Interests. Solely for purposes of determining each Member's proportionate share of the "excess nonrecourse liabilities" of the Company, within the meaning of Section 1.752-3(a)(3) of the Treasury Regulations, each Member's interest in Company Profits shall be equal to its Percentage Interest.

(vii) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Fiscal Year or other accounting period shall be allocated to the Member who bears the economic risk of loss with respect to the nonrecourse liability, as determined and defined under Section 1.704-2(b)(3) of the Treasury Regulations, to which such Partner Nonrecourse Deductions are attributable in accordance with Section 1.704-2(i)(1) of the Treasury Regulations.

B. Curative Allocations. The Regulatory Allocations set forth in paragraph A are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2 of the Treasury Regulations. Notwithstanding any other provision of Article Four, the Regulatory Allocations shall be taken into account in making allocations of other items of income, gain, loss, deduction and expenditure among the Members so that, to the extent possible consistent with the Code and of the Treasury Regulations, and on a cumulative basis, the respective net amounts of such allocations of other items and the Regulatory Allocations to the Members are equal to the

respective net amounts that would have been allocated to the Members had no Regulatory Allocations been made. The Manager shall apply this paragraph B at such times and in whatever order, and shall divide allocations made pursuant to this paragraph B among the Members in such manner, as it determines is likely to minimize any economic distortions that might otherwise be caused by the Regulatory Allocations.

C. Tax Allocations. Tax allocations for each Fiscal Year or other accounting period of the Company shall be made consistent with the allocations of Profit or Loss and items specially allocated pursuant to paragraph A and paragraph B for such year or period, except that, solely for tax purposes, (i) items of income, gain, loss and deduction with respect to Company assets reflected hereunder in the Members' Capital Accounts and on the books of the Company at values that differ from the Company's adjusted tax basis in such assets shall be allocated among the Members so as to take account of those differences in such manner as the Manager reasonably determines is in accordance with the principles of Section 704(c) of the Code and with Sections 1.704-1(b)(2)(iv)(f), 1.704-1(b)(2)(iv)(g), 1.704-1(b)(4)(i) and 1.704-3 of the Treasury Regulations, (ii) adjustments made pursuant to Section 734(b) or Section 743(b) of the Code shall be taken into account, and (iii) allocations with respect to forfeitures of "substantially nonvested interests" in the Company transferred or issued in connection with the performance of services shall be taken into account.

D. Changes in Members' Interests. If during any Fiscal Year or other accounting period of the Company there is a change in any Member's Percentage Interest in the Company, the Manager shall allocate Profit or Loss to the Members in the Company in a manner that complies with the provisions of Section 706 of the Code and the Treasury Regulations thereunder.

E. Credits. All tax credits of the Company for a Fiscal Year or other accounting period (or portion thereof, if appropriate) shall be allocated among the Members in proportion to their Percentage Interests.



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

mass.gov/dor

Letter ID: L1462447424
Notice Date: February 21, 2021
Case ID: 0-001-108-334



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GREENBRIDGE TECHNOLOGIES LLC
18 PROGRESS AVE
TYNGSBORO MA 01879-1436

Why did I receive this notice?

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

February 22, 2021

TO WHOM IT MAY CONCERN:

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

GREENBRIDGE TECHNOLOGIES LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 19, 2020.**

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: **JEANNE MARIA WICKENS, DARRYL ARTHUR WICKENS, DARRYL WICKENS**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JEANNE MARIA WICKENS, DARRYL ARTHUR WICKENS, DARRYL WICKENS**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DARRYL ARTHUR WICKENS**



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

William Francis Galvin
Secretary of the Commonwealth

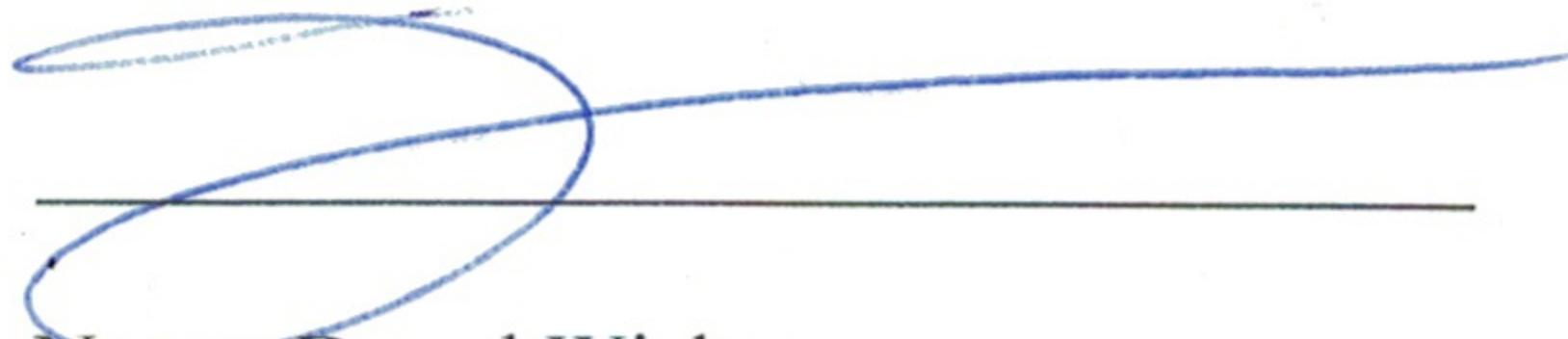
Certification of No Employees

In accordance with Section 935 CMR 500.101(1)(c)(4) of the Massachusetts Code of Regulations, and in support of the application of Greenbridge Technologies, LLC. (the "**Applicant**"), the undersigned, Darryl Wickens, hereby confirms and certifies to the Cannabis Control Commission (the "**CCC**") that:

1. At the present time, the Applicant has no employees in connection with its proposed Marijuana Establishment (the "**Marijuana Establishment**");

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge believe it is true, correct and complete, and I further declare that I have authority to sign this document.

Dated as of March 9, 2021



Name: Darryl Wickens



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

William Francis Galvin
Secretary of the
Commonwealth

February 22, 2021

TO WHOM IT MAY CONCERN:

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

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I also certify that the names of all managers listed in the most recent filing are: **JEANNE MARIA WICKENS, DARRYL ARTHUR WICKENS, DARRYL WICKENS**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JEANNE MARIA WICKENS, DARRYL ARTHUR WICKENS, DARRYL WICKENS**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DARRYL ARTHUR WICKENS**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



BUSINESS PLAN



The Greenbridge Technologies Business Plan is confidential and contains proprietary information. Neither the Plan nor any of the information contained in the Plan may be reproduced or disclosed to any person under any circumstance without expressed written consent.

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Executive Summary

Greenbridge Technologies is a family owned company that is intending to enter the cannabis cultivation market in Massachusetts. We will be involved in the growing of marijuana for recreational use, working with dispensaries throughout Massachusetts to fulfill the high demand for high quality lab tested cannabis.

Greenbridge Technologies will be managed and financed by the Wickens family for a period of time before welcoming investors as we move through the licensing and build out process. During this time, we will also begin the hiring process with the goal of building a team of highly qualified individuals with extensive experience in the field.

We are applying for a Tier 2 Cultivation License and intend to start with 7,500 sq ft of canopy. Plans are in place to expand to the full 15,000 sq ft by year 3 of operation. We are in a unique position in that we already have a 45,000 sq.ft. building in a location that is zoned properly and is well suited for this use. Our location, which is in an industrial zone away from high traffic areas, schools, daycares, etc., lends itself to the use as well.

Main Goals

- Build a successful cannabis cultivation operation in the state of Massachusetts
- To operate in full compliance with all state and local rules and regulations
- To supply local dispensaries with the best product at a reasonable price

Main Objective

- Obtain a cultivation license from the state and build out our current facility to handle our planned operation.
- Once in compliance with the state, we will begin operation with plans to expand as necessary.
- Build working relationships with local dispensaries in order to sell our product.

Company Summary

Greenbridge Technologies was founded in November 2020 and has started the licensing process with plans to begin the facility buildout in January 2022 , followed by its first cannabis grow cycle in April 2022.

Location

Our 45,000 sq ft facility is located at 18 Progress Ave in Tyngsboro, MA.

Products And Services

Our company will produce quality cannabis for the adult use market in Massachusetts. We plan to initially build out half of our facility including 7500 sq ft of canopy with the ability to expand to up to 15,000 sq ft of canopy. We will have the ability to grow from seedling to finished product.

We will dry and process all cannabis into labeled/inventoried vacuum sealed bags before delivery to local licensed dispensaries.

The facility also has space for extraction and other related cannabis services that are in the longer term plan.

Extraction

The extraction process will be a critical part of our operations, as it is a key step in producing cannabis derivative products. We plan to begin operations using solventless and CO2 extraction, however in time we may incorporate additional methods and/or solvents.

Edibles

We will be constructing a commercial grade kitchen as part of our buildout. This will be used to produce many different types of edible products using cannabis extracts. We will construct our offerings based on consumer demand, but plan to mainly produce multi serving packages of low dose (5mg THC) products.

All packaging for these products will meet Massachusetts guidelines and will clearly list all ingredients as well as THC content and number of servings.

Mission

To grow one of the best cultivation facilities and establish an innovative cannabis growing brand with affordable prices to retailers and manufacturers of Massachusetts

Company Objectives

Year 1: Secure the license to cultivate and process cannabis in Massachusetts and build out our facility to support the operation.

Year 2: Begin operation once fully in compliance with the CCC.

Year 3: Become a trusted brand and expand the grow capacity to 15,000 sq ft.

Cannabis Cultivation

Seeing the rise in states voting to legalize recreational cannabis use in this past election highlights the rising acceptance of cannabis nationwide. We believe the industry is in the early stages of being legalized across the United States and that there is immense potential for growth.

Retail sales of recreational and medicinal cannabis in the US are on pace to surpass \$15 Billion in sales which is a 40% growth over 2019. This stat is even more impressive when you take into account that due to Covid-19 many Cannabis Dispensaries were shuttered for months and deemed non-essential.

In order to meet the rising demand in the retail space, we believe there is a need for more mid-large scale cultivation operations that are run properly and produce a consistent and safe product.

Market Overview

As of 10/30/2020, Massachusetts statewide recreational cannabis sales have surpassed \$1 Billion. This coming only 2 years since the first recreational shops opened on the East Coast on 11/20/18.

“This sales milestone represents licensees’ ability to successfully support a safe, accessible and effective adult-use industry, and I am pleased the resulting tax benefits will have a significant impact on communities throughout the Commonwealth,” CCC Chair Steven J. Hoffman said.

Despite cannabis stores being shut down due to COVID-19 from March–May, adult-use cannabis sales in Massachusetts still reached \$379 million in the first eight months of 2020. Sales have grown from January to August by 53%, from \$52 million to \$79 million.

Greenbridge Technologies feels that we can carve out our own spot in this industry, and help to propel the growth of the industry forward over the next few years as adult-use cannabis products become more mainstream.



Source: *Marijuana Business Daily*
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Keys To Success

We recognize the following as keys to the success of our organization:

- Ensure that the modified building is compliant with all CCC, state, and local; regulations and is equipped with all the most up-to-date technological offerings available;
- Establish strict procedures for quality control, environmental policies and workplace ethics;
- Only hire and train experienced workers who have been pre-vetted and CORI checked;
- Follow the best cultivation practices to ensure consistent quality; and
- Manage cost and production schedules to ensure that the facility is running optimally and maximizing yield

SWOT Analysis

S

- The latest in cultivation equipment and technology that will help us grow these plants in commercial quantities with constancy
- Proven, disciplined management team
- A healthy relationship with many of the major players in the local industry

W

- Marketing and promotional obstacles
- Lack in professional workforce for a cannabis industry
- Product liability / legal issues
- Possibilities of crop loss due to pest, heat, human error, etc.
- High energy consumption

O

- High growth industry
- Trend towards full legalization of cannabis nationwide, including the use of cannabis for recreational purposes
- Growing interest and demand for a natural, alternative medicine

T

- A significant drop in wholesale pricing
- Possibility of cannabis laws changing
- Enforcement of Federal law
- Large companies entering the market and consuming market share

Benefits To The Municipality

Greenbridge Technologies looks forward to working with the Town of Tyngsboro to ensure that our company operates as a responsible, contributing member of the community. We anticipate establishing a mutually beneficial relationship with the Town in exchange for permitting Greenbridge Technologies to operate in Tyngsboro.

The town stands to benefit in various ways, including but not limited to:

Jobs: A cannabis cultivation facility will add 10-15 jobs, in addition to hiring qualified local contractors and vendors.

Monetary Benefits: A Host Community Agreement with significant monetary contributions will provide the town with additional financial benefits beyond just the local taxes.

Access To Quality Product: Greenbridge Technologies will allow licensed Cannabis Establishments in Massachusetts to have access to high quality product that is lab tested for cannabinoid content and contaminants.

Control: In addition to the Commission, the Tyngsboro Police will have oversight over Greenbridge Technologies security systems and processes.

Responsibility: Greenbridge Technologies is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Cannabis Control Commission.

Educational Programs: Greenbridge Technologies will work cooperatively with the Town of Tyngsboro to provide staff with educational programs on public health and drug abuse prevention.

Regulations

Greenbridge Technologies is a Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000. Greenbridge Technologies is registered to do business in the Commonwealth as a Massachusetts limited liability company. Greenbridge Technologies will maintain the LLC in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue. Greenbridge Technologies will apply for all state and local permits and approvals required to renovate and operate the facility. Tower Three will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

Plan For Obtaining Liability Insurance

Greenbridge Technologies, LLC plans to contract a local insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Tower Three will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Greenbridge Technologies will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. Greenbridge Technologies will keep reports documenting compliance with 935 CMR 500.105(10).

Plan To Remain Compliant With Local Zoning

Greenbridge Technologies, LLC will remain compliant at all times with the local zoning requirements set forth in the Tyngsboro's Zoning Ordinance. In accordance with Zoning Bylaw 5.40.01, Greenbridge Technologies proposed Marijuana Cultivator is located in the I-1 (Industrial) Zoning District designated for Marijuana Cultivators. In compliance with 935 CMR 500.110(3), the property is not located within 500 feet from the nearest School Entrance, as defined in 935 CMR 500

Operating Plan

While most businesses in any industry try to keep startup costs as low as possible, that isn't necessarily the best way to proceed when opening a grow facility. Creating a cost-efficient cultivation site often involves investing in technology and processes that may result in a large near-term hit.

Yields and quality of plants grown under artificial lights most depend on:

1. The seed variety
2. Soil health, nutrients, and water quality
3. Whether the plants are grown from seeds or clones
4. After how many days of growing the plants are put into flowering
5. The optimization of the climatic conditions of the grow-room.

Cultivation Facility

The cultivation premises will be located inside a 45,000-sq. Ft building and will be adequate to house and grow up to 1,500 plants. Located on a large lot, the facility has numerous benefits including an open floor plan, high ceilings (20+ feet).

Our cultivation and processing area will include:

- Mother Room and Cloning
- Vegetative Growth Rooms
- Flowering Rooms
- Trim and Drying Rooms
- Curing Rooms
- Processing Rooms
- Research and Development Rooms

Warehouse Design

- A. A warehouse environment provides with maximum control, and therefore the most reliable consistent cannabis crops can be produced in a properly designed warehouse grow room.
- B. Without natural light, warehouse grow rooms depend on intelligent grow lights which need to replicate the parts of the sunlight spectrum that the marijuana plants need at each stage of growth. Lighting is an essential component on an integrated system.
- C. Air filtration and circulation systems are essential for controlling heat buildup and eliminating exhaust odors. It is critical that the air circulation in a

marijuana warehouse is designed in conjunction with the grow lights because lighting systems emit large amounts of heat.

- D. There are various irrigation systems for growing cannabis appropriate for growing cannabis in a warehouse: including drop irrigation, hydroponic flood benches, or trough benches.
- E. The irrigation system should be designed in conjunction with the nutrient management system for maximizing the production yield.
- F. Environmental computer. The computer control systems for a cannabis warehouse control and monitor all nutrients, lights, air circulation, and irrigation needs of the plants.
- G. Dehumidification to optimize the growing environment.
- H. Computer controlled CO2 injection and monitoring.

Phases of Production

- Germination of seeds, gendering plants, male/female, or feminized plants (10 weeks)
- 1st stage: Taking and rooting clones (2 weeks)
- 2nd stage: Clone/vegetation (1 week)
- 3rd stage: Vegetation (4-8 weeks)
- 4th stage: Flowering (8-11 weeks)
- 5th stage: Processing/trimming (3 days)
- 6th stage: Drying and curing (11 days)
- Total elapsed time: approximately 17-24 weeks



Odor Control

Greenbridge Technologies will contain all cannabis related odors onsite through use of odor control technologies, including but not limited to appropriate ventilation and air handling equipment and odor resistant packaging.

Greenbridge Technologies will employ odor control technology via active carbon filtration to remove odors and harmful volatile organic compounds (VOCs) from the facility. We will ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency. Any complaints received by the Town concerning odors leaving the facility that are detectable at abutting properties will be addressed thoroughly and expediently by our company.

We will make capital improvements to the site at which the facility is located such that the property will match the look and feel for the proposed building by our company in our presentations and applications to the Town, and be of construction standards at least at the quality of other nearby businesses.

We agree to comply with all laws, rules, regulations and orders applicable to the facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

Electrical Usage and Energy Requirements

Prior to commencement of operations , Greenbridge Technologies will:

- Satisfy all minimum energy efficiency and equipment standards established by the Cannabis Control Commission and meet all applicable environmental laws, regulations, permits, and other applicable approvals; and
- Adopt and use best management practices as determined by the Cannabis Control Commission to reduce energy usage and consumption and engage in energy conservation.

We will report to the Board of Selectmen annually on our energy use and will include in our annual report a summary of its ongoing strategies to further reduce electrical demand.

Water Consumption and Waste Control

Greenbridge Technologies will use best efforts to minimize water consumption at the facility. Water consumption techniques will include:

- A commitment to utilizing hand watering techniques to ensure plants only receive the minimum amount of water needed for each plant;
- A commitment to not engaging in water intensive cultivation methods such as ebb and flood hydroponic cultivation; and

- Installation of dehumidifiers in each room where cultivation occurs to collect and reuse moisture evaporating from plants resulting in reclamation of significant quantities of water.
- Use of a Reverse Osmosis system to recapture water and recycle for reuse.

Greenbridge Technologies will ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26-53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers..

Greenbridge Technologies will utilize cultivation processes such as hand watering of plants and use of dehumidification systems to ensure that there is no wastewater discharged as part of the cultivation at the Facility.

Greenbridge Technologies agrees to consult with the Tyngsboro Water and Sewer Department regarding its cultivation methods and wastewater plan prior to commencing cultivation at the Establishment or in the event of a change of the Company's cultivation practices that may result in wastewater discharge at the Establishment.

Greenbridge Technologies will comply with all reasonable requests of the Tyngsboro Water and Sewer Department, including, but not limited to, testing requirements and tank holding requirements if necessary.

Greenbridge Technologies will ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, we will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two company agents present during the disposal or other handling, with their signatures. We will keep these records for at least three years.

Physical Security Plan

The physical address of our cultivation facility will be 18 Progress Avenue in Tyngsboro, Massachusetts.

We have located our cultivation facility in a light industrial complex that includes manufacturing and industrial businesses. The facility has numerous intrinsic security features and is easily converted to high-security use. The facility will be the sole occupant of a building that / will be housed in a building that does not adjoin high-use public areas, is set back from high-traffic intersections, has secure means of ingress and egress, is not located near any schools, residential housing, or places of worship. There is one entrance, exit doors at the rear and side, and one roll-up steel door at the rear of the building.

Areas where cannabis will be kept or handled have no external doors or windows and can be accessed only from within the facility.

All main access point door hinges will be equipped with hinge-pin-locking screws to increase security.

The configuration yields optimal conditions for surveillance. These existing design elements will not only make unauthorized access extremely unlikely, but also act as a deterrent discouraging theft.

Security Lighting

The main objective of our security lighting system is to illuminate dark areas and detect and recognize movement in the protected area. The best vision with outdoor lighting is obtained from downward directed and shielded security lighting that is constantly on, supplemented with instant-on lighting triggered by motion detectors.

Internal Access-Point Control

Movement within each facility will be tightly controlled. All main access for and doors to the cultivation rooms will require keycard and electronic passcodes. Only permitted employees will be allowed to enter into the cultivation facility.

Limited Access to Secured Areas and Visitors

Greenbridge Technologies has limited access to these areas. Greenbridge Technologies ensures that the secured areas are accessible only to licensee, licensee representatives, and authorized personnel, service personnel, or distributors.

Video Surveillance

Greenbridge Technologies will work with the Town's Police Department in determining the placement of exterior security cameras.

We will install a comprehensive electronic security system with video surveillance/recording capability, third-party monitoring, intrusion detection, and panic buttons.

We will employ state-of-the art external and internal cameras, each with a minimum resolution capacity of 704 x 480 pixels per sq. inch. This is sufficient to allow facial identification of anyone in or nearing the facility. All cameras are equipped with motion detecting and will have infrared technology for low light conditions, capable of identifying activity at night or in unlit rooms.

Burglary Alarm System

Greenbridge Technologies will install, maintain, and use professionally monitored robbery and burglary alarm system; which meet the following requirements

- A test signal shall be transmitted to the central station every twenty-four (24) hours;
- At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls, roof hatches, and storage room(s) that contain safe(s);
- The system shall include at least one (1) holdup alarm for staff use; and
- The system shall be inspected, and all devices tested annually by a qualified alarm vendor.

Police Department

Greenbridge Technologies will work with the Town's Police Department in determining the placement of exterior security cameras.

Greenbridge Technologies will hold periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment, and with regard to any anti-diversion procedures.

To the extent requested by the Town's Police Department, Greenbridge Technologies shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment. Such plan shall include, but is not limited to:

- training the Company employees to be aware of, observe, and report any unusual behavior in authorized visitors or other Company employees that may indicate the potential for diversion; and
- utilizing appropriate tracking software to closely track all inventory at the establishment.

We will promptly report the discovery of the following to the Town's Police within twenty-four (24) hours of us becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, consumers or dispensary agents; an alarm activation or other event that requires response by public safety personnel; 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; and any other breach of security.

Fire Security

The cultivation facility will comply with all local fire code requirements. Fire Prevention is a vital aspect of cultivation safety. As part of Greenbridge Technologies commitment to the safety of our employees, we have developed a comprehensive Fire Plan to address how fires will be prevented and managed/contained if they do occur. Knowing that people are our most valuable resources, all employees will be trained and required to conduct themselves with consistent due diligence to prevent fires from occurring.

Transportation

1. Cannabis products will be transferred only between our production facility and the retail establishment by Greenbridge Technologies personnel .
2. Any employee authorized to transport cannabis items will have a valid Driver's license as well as having passed an extensive background check.
3. Greenbridge Technologies intends to:
 - Keep cannabis items in transit shielded from public view;
 - Insured at or above the legal requirements in Massachusetts;
 - Capable of securing (locking) the cannabis items during transportation;
 - Equipped with an alarm system; and
 - Capable of being temperature controlled if perishable cannabis items are being transported.

- Use CTS, generate a printed transport manifest that accompanies every transport of cannabis items that contains the following informations:
 - The name, contact information of a license representative, licensed premises address and license number of the licensee transporting the cannabis items;
 - The name, contact information of a license representative, licensed premises address and license number of the licensee receiving the delivery;
 - Product name and quantities (by weight or unit) of each cannabis item contained in each transport, along with the UIDs for every item;
 - The date of transport and approximate time of departure;
 - Arrival date and estimated time of arrival;
 - Delivery vehicle make and model and license plate number; and
 - Name and signature of the licensee's representative accompanying the transport.
- 4. Generate the manifest of this rule at least 24 hours in advance of initiating transportation.
- 5. All cannabis items will be packaged in shipping containers and labeled with UID tag prior to transport.
- 6. Company will be able to provide a copy of the transport manifest to each licensed premise reviewing the inventory described in the transportation manifest.
- 7. Company will be able to provide a copy of the printed transport manifest and any printed receipts for cannabis items delivered to law enforcement officers or other representatives of a government agency if requested to do so while in transit.
- 8. Greenbridge Technologies will contact the Commission immediately, or as soon as possible under the circumstances, if a vehicle transporting cannabis items is involved in any accident that involved product loss.
- 9. Company will provide temperature control for perishable cannabis items during transport.
- 10. Company will notify the Commission in advance of the location of every stop at an unlicensed location that exceeds two hours in duration and will make the vehicle and its contents available for inspection upon the request.

Packaging and Labeling

Greenbridge Technologies will conduct the following regulations for packaging and labeling:

1. Cannabis packages and labels shall not be made to be attractive to children.
2. All cannabis product labels shall include the following information, prominently displayed and in a clear and legible font:
 - a. Manufacture date and source.
 - b. The statement "SCHEDULE 1 CONTROLLED SUBSTANCE."
 - c. The statement "KEEP OUT OF REACH OF CHILDREN AND ANIMALS."
 - d. The statement "THE INTOXICATING EFFECTS OF THE PRODUCT MAY BE DELAYED BY UP TO TWO HOURS."
 - e. The statement "THE PRODUCT MAY IMPAIR THE ABILITY TO DRIVE OR OPERATE MACHINERY. PLEASE USE EXTREME CAUTION."
 - f. For packages containing only dried flower, the weight of cannabis in the package.
 - g. A warning if nuts or other known allergens are used.
 - h. List of pharmacologically active ingredients, including, but not limited to, tetrahydrocannabinol (THC), cannabidiol (CBD), and other cannabinoid content, the THC and other cannabinoid amount in milligrams per serving, servings per package, and the THC and other cannabinoid amount in milligrams for the package total.
 - i. Clear indication, in bold type, that the product contains cannabis.
 - j. Identification of the source and date of cultivation and manufacture.
 - k. Any other requirements set by the bureau.
 - l. Information associated with the unique identifier issued by the Department of Food and Agriculture pursuant to Section 11362.777 of the Health and Safety Code.
 - m. Only generic food names may be used to describe edible cannabis products.

Testing Requirements

Testing of Marijuana Products shall be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission including, but not limited to, the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products. Testing of environmental media (*e.g.*, soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the Commission.(2) Marijuana shall 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.

Tracking Solutions

Massachusetts' licensees must utilize the seed-to-sale system to track all marijuana products being cultivated, manufactured, transported, tested, and sold in the Commonwealth.

Greenbridge Technologies intends to use a seed-to-sales tracking solution for the cannabis cultivation business, which allows licensed operators to remain compliant while helping to identify key data points to streamline and optimize inventory management at each phase of the operation.

- A. Custom Compliance-Focused Reporting
- B. Track Waste, Destruction, Accounting for Conversion and Moisture Loss
- C. Real-Time Product and Strain Recalls
- D. Easily Track Clones Back to Mothers
- E. Transport Manifest with All required Info, including Transport Product with Ease
- F. Compliance-Focused Label

Organizational Structure

Owner/CEO

Darryl Wickens

Management Team

Brian Wickens

Joshua Wickens

Natalie Wickens

Planned Hires

Director Of Cultivation

Administrative/HR

Head Grower

Asst Head Grower

Plant Techs

Building/Equipment Maintenance

Head Of Sales

Sales Representatives

Security

Diversity Plan

Greenbridge Technologies of Massachusetts, is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People of all gender identities and sexual orientations

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

Goals

In order for Greenbridge Technologies to promote equity for the above-listed groups in its operations, Greenbridge has established the following goals:

- Promote equitable hiring initiatives with the goal that at least 40% of staff are women and at least 15% of staff are minorities

Programs

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

1. Advertising employment opportunities, as they become available but not less than quarterly, that are tailored to individuals falling into the above-listed diverse populations in diverse job boards, such as DiversityJobs.com;
2. Holding annual, mandatory diversity awareness and unconscious bias trainings for all of its employees to ensure they are more sensitive to biases and help them learn how to avoid bias in recruitment and training; and
3. When bidding out proposals for third-party contractors, Greenbridge Technologies will utilize the Supplier Diversity Office's database to identify contractors registered as MBEs, WBEs, VBEs, DOBEs or LGBTBEs.

Measurements

The Human Resources Manager—in consultation with the Diversity Committee—will administer the Plan and will be responsible for developing measurable outcomes to ensure Greenbridge Technologies continues to meet its commitments. Such measurable outcomes, in accordance with Greenbridge Technologies goals and programs described above, include:

¹As per 935 CMR 500.101(1)(c)(8)(k) as promulgated on 11/1/19 and the Commission's *Guidance on Required Positive Impact Plans and Diversity Plans* as revised in January 2021. For purposes of this Diversity Plan, Greenbridge is interpreting "[p]eople of all gender identities and sexual orientations" to mean people identifying as LGBTQ+.

Employment data, including information on minority and women representation in the workforce in all job classifications; average salary ranges; recruitment and training information (all job categories); and retention and outreach efforts;

The total number and value of all contracts and/or subcontractors awarded for goods and services;

An identification of each subcontract actually awarded to a member of a diverse group and the actual value of such subcontract;

Documentation of any career fairs hosted or participated in in underrepresented or minority communities;

Documentation of any mandatory diversity awareness and unconscious bias training held, the topics discussed during such training, and evidence of participation by all Greenbridge Technologies employees.

Beginning upon receipt of our first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Greenbridge Technologies will utilize the proposed measurements to assess its plan and will account for demonstrating proof of success or progress of the plan upon the yearly renewal of the license. The Human Resources Manager will review and evaluate Greenbridge Technologies measurable outcomes no less than twice annually to ensure that Greenbridge Technologies is meeting its commitments. Greenbridge Technologies is mindful that demonstration of the plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

Greenbridge Technologies will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken, or programs instituted, by Greenbridge Technologies will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Job Roles and Responsibilities

Director Of Cultivation

- Lead the Cultivation Design Team to direct build out and equipment planning and expansion for all cultivation operations
- Monitor and approve subsidiary cultivation CAPEX budget and report variances
- Communicate regularly with Executive Director with respect to all architectural and engineering issues; and Initiate cultivation equipment acquisition
- Reviews current systems for operational efficiency and stays abreast of grow and other technology and product developments in the cannabis industry and related industries
- Develops methods to monitor and measure cultivation activity to identify areas of success and areas of opportunity to control production efficiency, manufacturing variances, material waste and other indicators of profitability. Collaborate with management to assure proper strain, inventory and production management.
- Develops and implements procedures for optimal growing and harvesting conditions and implements mitigation strategies as needed.
- Ensure that the Cultivation Team is adhering to protocols and policies to ensure the Executive Director's production requirements are met.
- Regularly review harvest schedules with Head Growers to ensure proper strain inventory.
- Establish QA/QC policies and standards, including health, and safety requirements and monitor and ensure compliance
- Drives consistency across all cultivation operations including materials, procedures, and staff & re-training; Refines procedures and protocols based on best crop management practices
- Establish cultivation standards and monitor and ensure compliance and communication including: Cultivation Equipment specs and standards; Nutrient and environment protocols; Hygiene and safety policies and procedures.
- Regularly collaborate with Head Growers and the Grow Team Committee to identify industry best practices, modify cultivation policies and ensure uniform roll out. Encourage testing of cutting-edge cultivation methodologies and inputs in a controlled and measured manner.

Head Grower

- Manage small teams to ensure the plants are given the best care through all stages of the growing process.
- High levels of communication with upper management and team members is expected to excel in this position.
- Developing cultivation plans and assigning duties to the cultivation and manufacturing teams.
- Organizing and documenting the process of transplanting, cloning, defoliating, topping and training plants.
- Ensuring growth requirements of cannabis plants are met consistently by managing environmental factors including pH levels, lighting, humidity, nutrients, and irrigation schedules.
- Create sanitary cultivation practices and procedures to reduce chances of pests or diseases entering the grow area or spreading.
- Make sure cultivation procedures follow all state and town regulations. Ability to identify and resolve pests or diseases in a manner that is consistent with CCC protocol.
- Implementing an effective preventative maintenance program and biological controls designed to eliminate molds, mildew, mites, fungus and other diseases. Plan and conduct weekly cultivation meetings to give updates to upper management.

Asst Head Grower

Partner with the Head Grower to execute against assigned grow operations and projects. Be responsible for directing work with the grow team and ensuring the team works at and above Greenbridge Technologies standards. Manage, supervise and direct the activities of assigned staff; make recommendations regarding hiring, discipline, termination or advancement of employees. Assign work and monitor progress; guide, train and develop employees in the accomplishment of their duties and goals through professional growth. Direct and assist management with grow schedules, personnel and quality assurance practices. Assure compliance with local, state and federal licensing requirements. Maintain accurate data entry into inventory tracking systems.

Lead Cultivation Tech

- Strictly adhere to SOP's (standard operating procedures).
- Assist in growing exceptional cannabis in a large indoor facility.
- Supervise and lead the Cultivation Assistants and allocate responsibilities to each.
- Daily plant maintenance and care from seed or clone through to harvest:
- Monitoring, defoliating, inspecting for pests or undesired conditions.
- Maintaining proper irrigation, reservoir levels, humidity environmental requirements, and deployment of IPM.
- Documentation and record-keeping.
- Maintain a clean facility and safe environment.
- Eager to learn, teach, and expand one's knowledge of cannabis.
- Comply with all rules, laws, regulations and industry standards set forth by the Commonwealth of Massachusetts, the Cannabis Control Commission (CCC), the Town of Tyngsboro and the company itself.
- Communication and interaction with management.

Plant Techs

- Plant techs will be responsible for cannabis plant care in all stages of growth, not limited to but including germination, propagation, vegetative stages, flowering and harvest.
- Clone, transplant, water, fertilize, prune, trellis, defoliate, inspect for pathogens, identify toxicities and deficiencies, top, bud, and low stress train cannabis plants.
- Cleaning or sterilizing all equipment used in the cultivation process as well as the grow rooms, transplant, wash, and general storage areas.
- Observe, record and report information to the supervisory team about plant growth, pathogens, and environmental disturbances.
- Maintain tools in accordance with sanitation standards and in acceptable condition for best practices with the plants.

Building/Equipment Maintenance

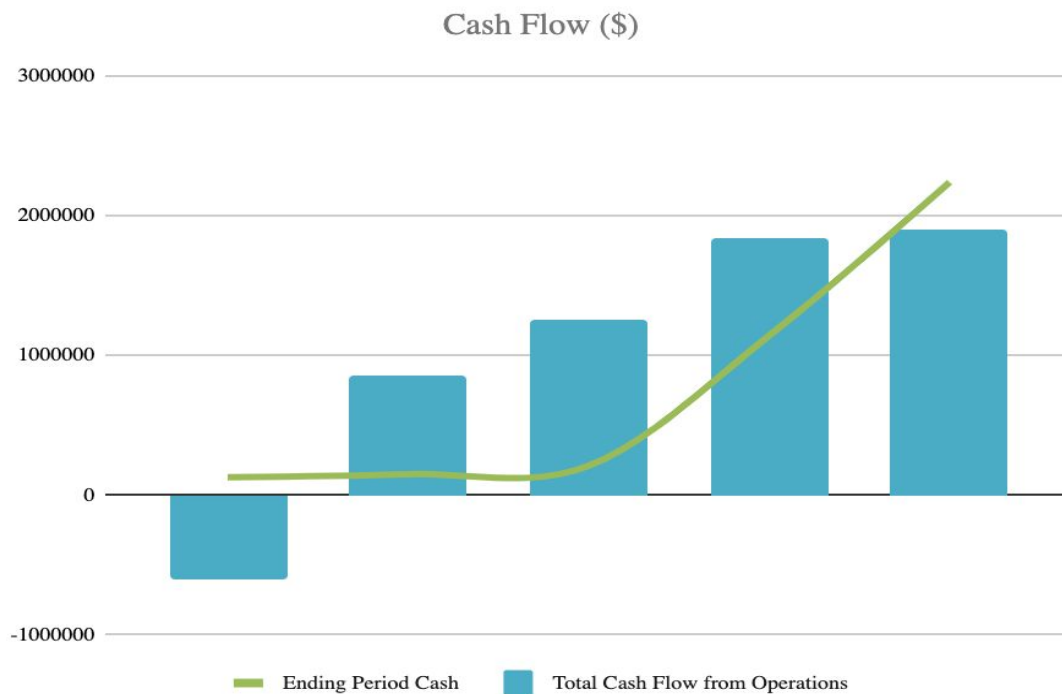
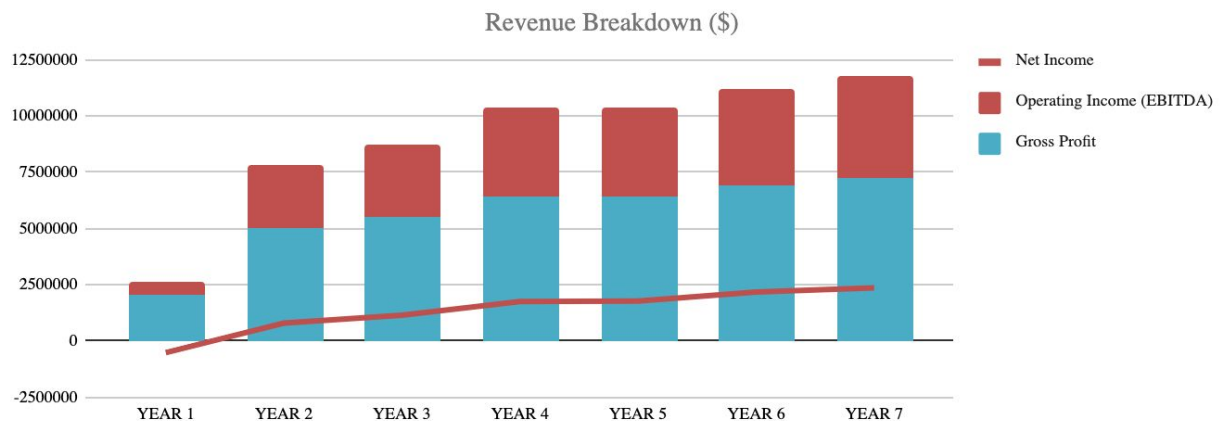
- Manage the maintenance and operation of equipment, systems and facilities used by Greenbridge Technologies .
- Manage all building systems including mechanical, electrical, plumbing, HVAC, safety and waste management.
- Develop a maintenance policy and procedures that ensure optimal functioning of equipment and systems.
- Develop, execute, maintain and report on a preventative maintenance schedule based on MFG recommendations for all equipment.
- Manage and train departmental staff on maintenance standards and procedures for buildings, grounds, and equipment and in day to day performance of their jobs.
- Work closely with the cultivation and management teams to understand and support their needs including bottlenecks, frustrations and new ideas.
- Troubleshoot problems and perform repairs to the building and equipment.
- Ensure facilities maintenance work follows safety standards, conforms to specifications, and that work orders are tracked and completed within the budgeted guidelines.
- Engage and oversee contractors for renovation and/or repair projects. Update company policies and SOPs as new equipment is acquired or processes are changed.
- Procure, maintain availability, and ensure safe, effective and efficient use of vehicles, tools, materials and equipment.
- Ensure that all facility supplies are well maintained, well organized, and reordered promptly. Conduct a yearly review of all processes to ensure proper permitting and licensing.

Head Of Sales

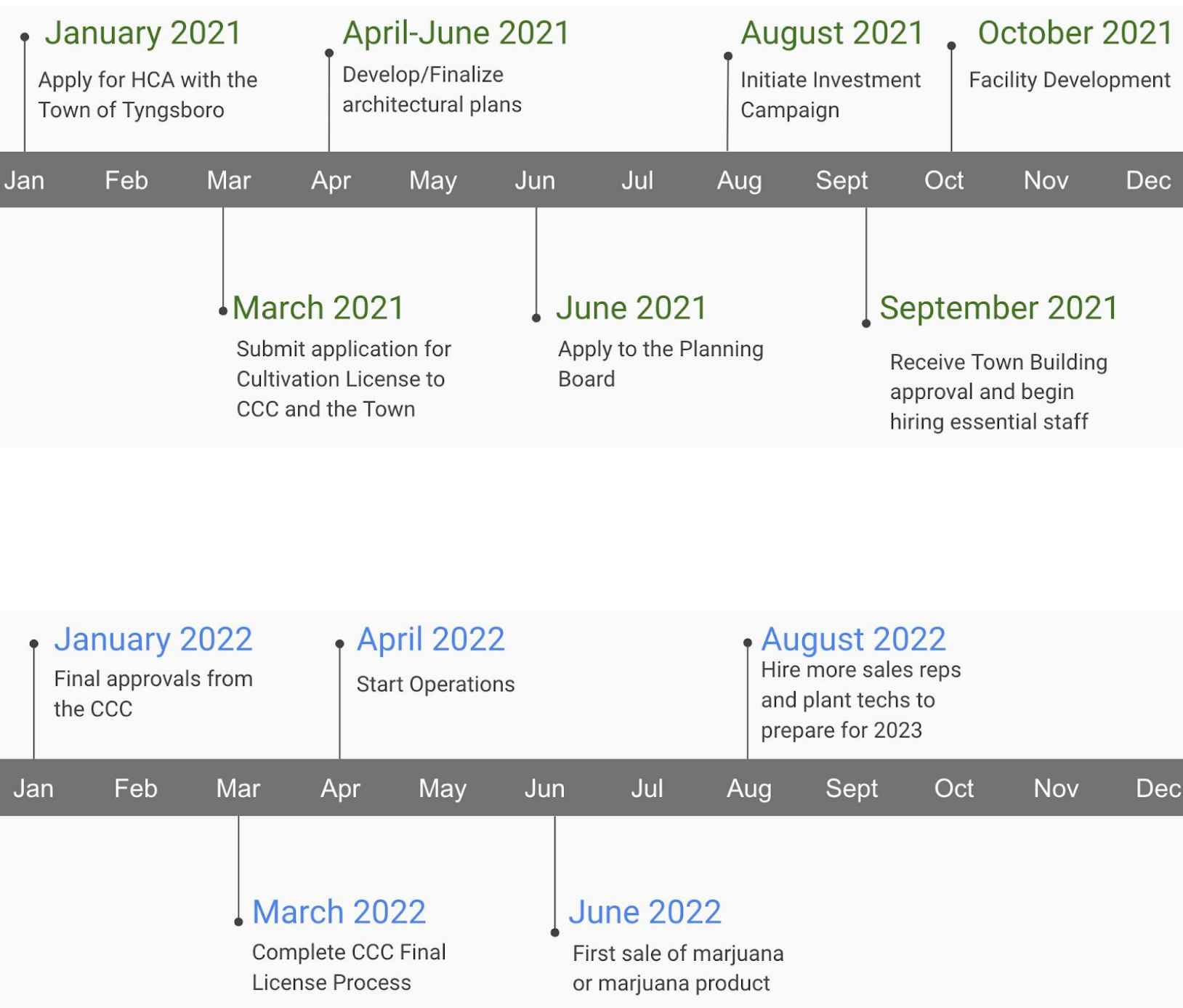
- Build relationships with key customers across channels
- Manage key customer relationships at both strategic and executional levels
- Design and develop a high-performance sales team with a focus on execution
- Work closely with product management, marketing, and operations to align sales plans with internal activities to maximize business performance and company profitability
- Develop a trade marketing budget for all channels, including return on investment analysis to ensure effective deployment of funds
- Participate in strategic planning, development of staffing, capital, and operating budget.

Financial Plan

Greenbridge Technologies plans to raise \$4 Million in private capital in order to fund the build out and operating expenses until the company begins generating revenue. We anticipate a loss in the first year due to the startup costs and the fact that the cultivation period lags revenue by at least 15 weeks. Our expectation is to hit break even or turn profitable in the second year with the increased revenue from a full year of crops.



Proposed Operational Timeline



Closing Statement

At Greenbridge Technologies, we plan to bring the same strategy that has made us successful in our other business ventures, to the Cannabis Industry. We will put the needs of the customer first, and maintain a good relationship with the town and the community. As a family, we have lived in Tyngsboro for over 20 years and have run a local business in town for the past 16. This gives us a deep respect for running this company the right way, and making sure the town and it's people benefit from its existence.

We plan to completely renovate our existing building into a state of the art cultivation facility in order to provide dispensaries in the area with the best and safest cannabis possible. Once we are able to execute the first phase of our planned operation, within 3 years we will be able to bring the facility to maximum capacity. This will bring with it more local jobs, and with increased revenue and profitability we will look to lend our support to local fundraising efforts and community causes.

Greenbridge Technologies LLC

Plan for Obtaining Liability Insurance

Greenbridge Technologies LLC (the “**Company**”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

Pursuant to 935 CMR 500.105(10) the Company shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Pursuant to 935 CMR 500.105(10)(b) if the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the “**Liability Insurance Escrow Account**”) a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company’s *Record Retention Policy* (incorporated herein by reference). If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure.

The Company will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000: *Adult Use of Marijuana*.

This policy may also be referred to by the Company as the “**Liability Insurance Policy**”.

Greenbridge Technologies LLC

Separating Recreational from Medical Operations

This policy is not applicable, currently, Greenbridge Technologies LLC (the “**Company**”) is only applying for adult use Marijuana Cultivator and Marijuana Product Manufacturer licenses at this location

This policy may also be referred to by the Company as the “**Policy for Separating Recreational from Medical Operations**”.

Greenbridge Technologies LLC

Restricting Access to Age 21 and Older

Greenbridge Technologies LLC (the “**Company**”) shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older. The Company’s Marijuana Establishment is not open to the public.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual’s proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment. The Company shall also inspect an individual’s proof of identification at the point of sale and determine that the individual is 21 years of age or older.

The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued-identification card;
3. A military identification card; or
4. A passport.

This policy may also be referred to by the Company as the “**Policy to Restrict Access to Persons Age 21 and Older**”.

Greenbridge Technologies LLC

Quality Control and Testing for Contaminants

Testing of Marijuana

Greenbridge Technologies LLC (the “**Company**”) shall not sell or otherwise market for adult use any marijuana product, including marijuana, that has not first been tested by an Independent Testing Laboratory, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*.

In accordance with 935 CMR 500.130(4) and 935 CMR 500.120(6) the Company shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation (as applicable) for all marijuana and marijuana products sold, or otherwise transferred, to other Marijuana Establishments.

The Company shall engage an Independent Testing Laboratory to test its marijuana products in compliance with the protocol(s) established in accordance with M.G.L. 94G § 15 and in a form and manner determined by the Commission including, but not limited to, *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Co-located Marijuana Operations*. Testing of the Company’s environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

The Company shall test for the cannabinoid profile and for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Co-located Marijuana Operations*.

The Company shall notify the Commission within seventy-two (72) hours of receipt in writing, of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated production batch within seventy-two (72) hours, and the assessment of the source of contamination and shall contain any information regarding contamination as specified by the Commission, or immediately upon request by the Commission. The Company shall ensure that notification comes from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

Greenbridge Technologies LLC

The Company shall maintain the results of all testing for no less than one year. Any marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with the Company's *Transportation Policy* and 935 CMR 500.105(13).

All excess marijuana shall be disposed of in compliance with the Company's *Waste Disposal Policy* and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

The seeds are not subject to these testing requirements. Clones are subject to these testing requirements, but are exempt from testing for metals.

Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

If the Company receives notice that the marijuana or marijuana products it has submitted for testing has failed any test for contaminants, it shall either: (1) re-analyze without remediation; (2) take steps remediate the identified contaminants; or (3) dispose of the marijuana or marijuana product and in any event, all actions shall comply with 935 CMR 500.160(13).

Handling of Marijuana

The Company shall handle and process marijuana and marijuana products in a safe and sanitary manner. The Company shall implement the following policies:

- (a) The Company shall process the leaves and flowers of the female marijuana plant only, which shall be:
 - 1. Well cured and generally free of seeds and stems;
 - 2. Free of dirt, sand, debris, and other foreign matter;
 - 3. Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;
 - 4. Prepared and handled on food-grade stainless steel tables with no contact with the Company's marijuana establishment agents' bare hands; and
 - 5. Packaged in a secure area.

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(b) The Company shall comply with the following sanitary requirements:

1. Any marijuana establishment agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
2. Any marijuana establishment agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
 - i. Maintaining adequate personal cleanliness; and
 - ii. 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. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall 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.

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- Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;
 11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
 12. Plumbing shall 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 shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
 13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
 14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
 15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
 16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety shall be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
- (c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*.

This policy may also be referred to by the Company as the “**Quality Control and Testing Policy**”.

Greenbridge Technologies LLC

Personnel Policies Including Background Checks

Greenbridge Technologies LLC (the “**Company**”) shall implement the following Personnel Policies and Background Check policies:

- (1) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Security Policy*, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques;
- (2) The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (3) The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (4) It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free;
- (5) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Record Retention* and *Financial Record Maintenance and Retention* policies, which policies shall be incorporated herein by reference, specifically regarding the maintenance of confidential information and other records required to be maintained confidentially;
- (6) The Company shall immediately dismiss any Marijuana Establishment agent who has:
 - a. Diverted marijuana, which shall be reported to law enforcement authorities and to the Commission;
 - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - c. 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 Other Jurisdictions (as that term is defined in 935 CMR 500.002).
- (7) The Company shall make a list of all board members and Executives (as that term is defined in 935 CMR 500.002) of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company may make this list available on its website.
- (8) The Company shall develop 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), as set forth in its *Security Policy*.

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- (9) The Company shall apply for registration for all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers. All such individuals shall:
- a. be 21 years of age or older;
 - b. not have 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 (as that term is defined in 935 CMR 500.002); and
 - c. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.
- (10) An application for registration of a marijuana establishment agent shall include:
- a. the full name, date of birth, and address of the individual;
 - b. all aliases used previously or currently in use by the individual, including maiden name, if any;
 - c. a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
 - d. an attestation that the individual will not engage in the diversion of marijuana products;
 - e. written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
 - f. background information, including, as applicable:
 - 1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002), whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - 2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) relating to any professional or occupational or fraudulent practices;

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3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) with regard to any professional license or registration held by the applicant;
- (b) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
- (c) any other information required by the Commission.
- (11) An Executives (as that term is defined in 935 CMR 500.002) of the Company registered with the Department of Criminal Justice Information Systems (“DCJIS”) pursuant to 803 CMR 2.04: *iCORI Registration*, shall submit to the Commission a Criminal Offender Record Information (“CORI”) report and any other background check information required by the Commission for each individual for whom the Company seeks a marijuana establishment agent registration, obtained within 30 calendar days prior to submission.
- a. The CORI report obtained by the Company shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.
 - b. The Company’s collection, storage, dissemination and usage of any CORI report or background check information obtained for marijuana establishment agent registrations shall comply with 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.
- (12) The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent’s registration shall be immediately void when the agent is no longer associated with the Company.
- (13) The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.
- (14) After obtaining a registration card for a marijuana establishment agent, the Company shall notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) business days of any changes to the information that the Marijuana Establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

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- (15) The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.
- (16) Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.
- (17) The Company shall maintain, and keep up to date, an employee handbook that employees will be given copies of at the start of their employment and will be required to attest that they have read and received the same, covering a wide range of topics, including but not limited to: (1) Employee benefits; (2) Vacation and sick time; (3) Work schedules; (4) Confidentiality standards; (5) Criminal background check standards (6) Security and limited access areas; (7) Employee identification and facility access; (8) Personal safety and crime prevention techniques; (9) Alcohol, drug, and smoke-free workplace; and (10) Grounds for discipline and termination. Each Employee shall be required to review the handbook and attest to their understanding and receipt of the same. The Company will review its employee handbook periodically and communicate any changes to its employees.

Personnel Record Keeping

The Company shall maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each 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:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. Documentation of periodic performance evaluations;

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- f. A record of any disciplinary action taken; and
 - g. Notice of completed responsible vendor and eight (8) hour related duty training.
- 3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
 - 4. Personnel policies and procedures; and
 - 5. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, on request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two (2) years at the Company's expense, in a form and location acceptable to the Commission.

Staffing Plan

Executive Level:

- CEO;
- CFO; and
- COO.

Staff Level

- Up to ten (10) Staff Level Cultivation and Production Associates

Management Level:

- Sales Manager;
- Cultivation Manager;
- Production Manager; and
- Security Manager.

Consultant Level

- Attorney / Compliance Officer;
- Human Resources Provider; and
- Up to five (5) Security Officers.

This policy may also be referred to by the Company as the “**Personnel and Background Check Policy**”.

Greenbridge Technologies LLC

Record Keeping Procedures

Greenbridge Technologies LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, in addition to the following:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale SOR electronic tracking system records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (d) Personnel records as described in the Company’s *Personnel and Background Check Policy*, which policy shall be incorporated herein by reference, and as follows:
 - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - b. 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:
 - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - ii. Documentation of verification of references;
 - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - iv. 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;
 - v. Documentation of periodic performance evaluations;
 - vi. A record of any disciplinary action taken; and
 - vii. Notice of completed responsible vendor training program and in-house training.

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- c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
 - d. Personnel policies and procedures, including at a minimum, the following: (a) code of ethics; (b) whistleblower policy; and (c) a policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and
 - e. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*;
- (e) Business records as described in the Company's *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of the following: (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, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any; and
- (f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any disciplinary action and may be extended by an order of the Commission.

All Confidential Information (as that term is defined in 935 CMR 500.002) shall be maintained confidentially including secured or protected storage (whether electronically or in hard copy), and accessible only to the minimum number of specifically authorized employees essential for efficient operation and retention of such records. In any event, the Company shall be authorized to disclose such confidential information as may be required by law.

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company's expense and in a form and location acceptable to the Commission. It shall be a policy of the company that any and all records subject to any disciplinary action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

This policy may also be referred to by the Company as the “**Record Retention Policy**”.

Greenbridge Technologies LLC

Maintaining of Financial Records

Greenbridge Technologies LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any.

Furthermore, consistent with the Company’s *Dispensing Policy*, the Company shall implement the following policies for Recording Sales

- (a) The Company shall utilize a point-of-sale (“**POS**”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“**DOR**”).
- (b) The Company may also utilize a sales recording module approved by the DOR.
- (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. it shall immediately disclose the information to the Commission;
 - ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

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- iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) The Company shall comply with 830 CMR 62C.25.1: *Record Retention and DOR Directive 16-1* regarding recordkeeping requirements.
- (f) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000: *Adult Use of Marijuana*;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the “**Financial Record Maintenance and Retention Policy**”.

Greenbridge Technologies LLC

Diversity Plan

Greenbridge Technologies LLC (the “**Company**”) understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the Company.

It is a policy of the Company to promote equity among people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. + in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. +, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

To this end, the Company will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts. Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

Goals:

- (1) The Company endeavors to provide job opportunities to people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. +. The Company shall seek parity in its work force based on the American Community Survey (ACS) 2010 U.S. Census. **Workforce availability statistics for the Total Civilian Labor Force in Massachusetts is as follows: Women 49.2% and Minorities 25.2%¹.**
- (2) It shall be a goal of the Company to ensure that **one hundred percent (100%)** of its employees receive **training on diversity and sensitivity.**

Programs:

To the extent reasonably practicable, the Company shall implement the following programs:

- In an effort to ensure it has the opportunity to interview, and hire a diverse staff, the Company will post **monthly notices** for **three (3) months** during the hiring process in newspapers of general circulation such as the Lowell Sun and post a notice at the municipal offices in the Town of Tyngsboro and the City of Lowell for **three (3) months** during the hiring process. The aforementioned notices will state that the Company is specifically looking for people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, or L.G.B.T.Q. +, to work for the Company.

¹ <https://www.mass.gov/files/2017-08/census-2010-workforce-availability.pdf>

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- As described above, it is a goal of the Company to seek parity in its workforce. Accordingly, the Company shall form a diversity and equity committee to monitor the Company's progress towards meeting those goals. This committee will meet quarterly to review and assess the Company's hires and hiring practices. Meeting Minutes will be provided to the Commission on request and for the Company's annual license renewal application.
- The Company shall require that one hundred percent (100%) of its employees receive education on diversity, implicit biases and sensitivity within the first ninety (90) days of employment and once annually thereafter. The Company's educational programs on diversity, implicit biases and sensitivity shall include, but not be limited to: (1) Harassment, Diversity & Sensitivity Training; (2) Sexual Harassment Prevention & Awareness Training; (3) Discrimination Free Workplace; (4) Violence in the Workplace; (5) Harassment in the Workplace (for Management); (6) Diversity and Sensitivity in the Workplace (for Management); (7) Unconscious Bias Training; (8) Ethics; and (9) Drug and Alcohol-Free Workplace.

To the extent reasonably practicable and as allowed by law, the Company shall implement the following measurements:

- a. Pursuant to 935 CMR 500.103(4)(a) the Company's diversity and equality committee shall prepare an annual report identifying the Company's efforts to encourage diversity in the work place, in compliance with 935 CMR 500.101(1)(c)(8)(k) and this *Diversity Policy*. Specifically, said report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information.

Additionally, this report will include the following metrics:

- i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;
- ii. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
- iii. Number of jobs created since initial licensure;
- iv. Number of job postings in publications with supporting documentation; and
- v. Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance.

The Company affirmatively states that: (1) it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (2)

Greenbridge Technologies LLC

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 and (3) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

This policy may also be referred to by the Company as the “**Diversity Plan**”.

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Employee Qualifications and Training

Greenbridge Technologies LLC (the “**Company**”) shall ensure that all marijuana establishment agents complete minimum training requirements prior to performing job functions.

Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission.

Company Training Policies shall be as follows:

1. At a minimum, Company employees shall receive a total of eight (8) hours of training annually, which shall include a minimum of four (4) hours of Responsible Vendor Training (“**RVT**”) program courses established pursuant to 935 CMR 500.105(2)(b). Basic, on-the-job training, provided by the Company in the ordinary course of business, may be counted toward the eight (8) hour total training requirement.
2. Administrative employees that do not handle or sell marijuana are exempt from the four (4) hour RVT training requirement, but may take a RVT program as part of fulfilling the eight (8) hour training requirement.
3. Training shall be tailored to the roles and responsibilities of the job function of each employee.
4. RVT training may be conducted by the Company or by a third-party vendor
5. All agents that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor training program, which shall include the Basic Core Curriculum (as that term is defined in 935 CMR 500.000 *et. seq.*).
6. Once the Company is designated as a “responsible vendor” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete the Basic Core Curriculum training program within ninety (90) days of hire.
7. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
8. Administrative employees who do not handle or sell marijuana may take the responsible vendor training program on a voluntary basis.
9. The Company shall maintain records of compliance with all training requirements for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

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The Company shall ensure that the Basic Core Curriculum program offered to its employees includes the following:

- (a) Marijuana's effect on the human body, including:
 - a. Scientifically based evidence on the physical and mental health effects based on the type of marijuana product;
 - b. The amount of time to feel impairment;
 - c. Visible signs of impairment; and
 - d. Recognizing the signs of impairment.
- (b) Diversion prevention and prevention of sales to minors, including best practices;
- (c) Compliance with all tracking requirements; and
- (d) Acceptable forms of identification. Training shall include:
 - a. How to check identification;
 - b. Spotting and confiscating fraudulent identification;
 - c. Patient registration cards currently and validly issued by the Commission;
 - d. Common mistakes made in verification; and
 - e. Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G.
- (e) Other key state laws and rules affecting owners, managers, and employees, which shall include:
 - a. Conduct of marijuana establishment agents;
 - b. Permitting inspections by state and local licensing and enforcement authorities;
 - c. Local and state licensing and enforcement;
 - d. Incident and notification requirements;
 - e. Administrative, civil, and criminal liability;
 - f. Health and safety standards, including waste disposal

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- g. Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
- h. Permitted hours of sale;
- i. Licensee responsibilities for activities occurring within licensed premises;
- j. Maintenance of records, including confidentiality and privacy; and
- k. Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers shall:

- (a) be 21 years of age or older;
- (b) not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- (c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

This policy may also be referred to by the Company as the “**Employee Qualification and Training Policy**”.

Greenbridge Technologies LLC

GREENBRIDGE TECHNOLOGIES LLC
Policies and Procedures
for a
Marijuana Cultivation and Production Facility
at
18 Progress Avenue
Tyngsboro, MA

March 10, 2021

Greenbridge Technologies LLC

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Plan to Remain Compliant with Local Zoning

The Town of Tyngsborough amended its zoning code on May 15, 2018, to allow for the cultivation, and product manufacturing of recreational marijuana for adult-use in the Industrial 1 Light zoning district.

Greenbridge Technologies LLC (the “**Company**”), is proposing to develop and operate a Marijuana Establishment at 18 Progress Avenue. This site is located in the Industrial 1 Light zoning district, which permits the operation of a marijuana establishment, specifically a marijuana retail, cultivation and production facility pursuant to Section 5.00.00 of the Town of Tyngsborough Zoning Bylaw and the table of use regulations therein, subject to the granting of a Special Permit from the Planning Board (the “**Board**”). Please see the attached zoning bylaws and zoning map for reference.

The Company has discussed its marijuana cultivation and product manufacturing facility with town officials, including the building department, police department and fire department, health department, department of public works and will appear before the Board for a review and approval of its Special Permit application for the cultivation and production uses on the property. Furthermore, the Company has obtained its Host Community Agreement from the Town of Tyngsborough Board of Selectmen.

The Company plans to continue to work with officials from the Town to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

The Company hereby submits that it will continue to comply with all local and state requirements and Darryl Wickens, Owner and Member of the Board of Managers will be responsible for ongoing compliance with local and state rules and regulations.

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Plan for Positive Impact

Greenbridge Technologies LLC (the “**Company**”) is basing its headquarters in Tyngsborough MA, an area that has not been identified by the Commission as an area of disproportionate impact. However, Lowell abuts Tyngsborough, and have been identified as an area of disproportionate impact. Lowell shall be referred to herein as the “**Target Area**”. Accordingly, the Company intends to focus its efforts in the Target Area and on Massachusetts Residents who have, or have parents or spouses who have, past drug convictions.

During its first year of operations, the Company will implement the following goals, programs and measurements pursuant to this Plan for Positive Impact (the “**Positive Impact Plan**”).

Goals:

The Company’s goals for this Positive Impact Plan are as follows:

1. Hire, in a legal and non-discriminatory manner, at least 25% of its employees from Target Areas, and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions; and
2. Provide educational programs and informational sessions geared towards individuals from the Target Area and/or Massachusetts Residents who have, or have parents or spouses who have, past drug convictions that are interested in the cannabis industry, with specific focuses on marijuana cultivators, product manufactures or retailers and entrepreneurship, at least twice a year. Such educational events will specifically include, but not be limited to, information on licensing workshops (i.e., guidance on filing applications with the Commission), preparation of standard operating policies and procedures, Massachusetts cannabis market overview and METRC best practices.

Programs:

In an effort to reach the abovementioned goals, the Company shall implement the following practices and programs:

1. In an effort to ensure that the Company has the opportunity to interview, and hire, individuals from the Target Area or Massachusetts residents who have past drug convictions it shall post monthly notices for at least three (3) months during the hiring process at the municipal offices of the Target Areas and in newspapers of general circulation in the Target Areas, including but not limited to, the Lowell Sun. These notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in the Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions, for employment.

Greenbridge Technologies LLC

Such residency, or prior drug conviction status, will be a positive factor in hiring decisions, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

2. In an effort to ensure that the Company provides opportunities for individuals from the Target Area and/or Massachusetts residents who have past drug convictions to attend its educational events the Company shall post weekly notices at least two (2) weeks prior to hosting said educational programs or informational sessions in newspapers of general circulation in the Target Areas including but not limited to, the Lowell Sun, and these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in the Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions to attend these events.

The Company respectfully submits that it will comply with the advertising, branding, marketing and sponsorship practices as outlined in 935 CMR 500.105(4). The abovementioned notices will not include any Company advertisements, marketing materials or branding. To the extent the Commission deems necessary, notices and event programming materials will be made available to the Commission for review and inspection prior to publishing.

Annual Review:

Each year, the Company will review the following criteria in an effort to measure the success of its Positive Impact Plan.

1. Identify the number of individuals hired who (i) came from Target Area, or other areas of disproportionate impact as defined by the Commission; or (ii) have past drug convictions; and
2. Identify the number of educational events or informational sessions it holds and attendance at the same.

The Company affirmatively states that it: (1) has confirmed that all of the abovementioned charities will accept donations and volunteers from the Company; (2) acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (3) 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; and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

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Business Plan

[INSERT BUSINESS PLAN HERE]

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Proposed Timeline

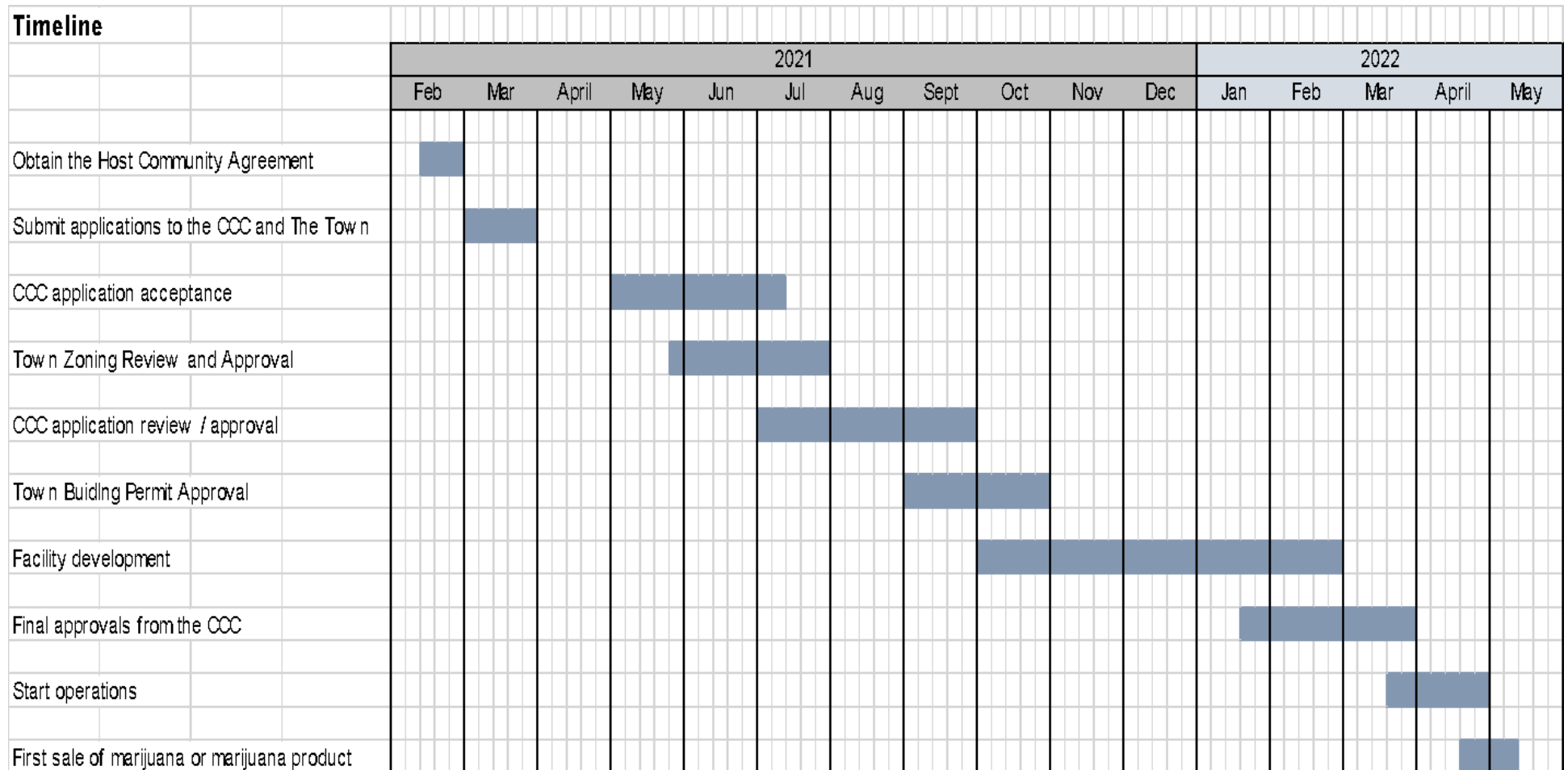
Greenbridge Technologies LLC (the “**Company**”) is confident that it will be able to meet its proposed timeline for achieving operation (attached as **Exhibit A**) and offers the following in support that it will be ready to operate within the proposed timeline after notification by the Commission that it qualifies for licensure:

The Town of Tyngsborough amended its zoning code on May 15, 2018, to allow for the cultivation and product manufacturing of marijuana for adult-use in the Industrial 1 Light (I1) zoning district. This site is located in the I1 zoning district, which permits the operation of a marijuana establishment, specifically a marijuana retail, cultivation and production facility pursuant to Section 5.00.00 of the Town of Tyngsborough Zoning Bylaw and the table of use regulations therein, subject to the granting of a Special Permit from the Planning Board (the “**Board**”).

The Company has discussed its marijuana cultivation, product manufacturing and retail facility with town officials, including the building department, police department and fire department, health department, department of public works and will appear before the Board for a review and approval of its Special Permit application for the cultivation and production uses on the property. Furthermore, the Company has obtained its Host Community Agreement from the Town of Tyngsborough Board of Selectmen.

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Exhibit A



Greenbridge Technologies LLC

Plan for Obtaining Liability Insurance

Greenbridge Technologies LLC (the “**Company**”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

Pursuant to 935 CMR 500.105(10) the Company shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Pursuant to 935 CMR 500.105(10)(b) if the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the “**Liability Insurance Escrow Account**”) a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company’s *Record Retention Policy* (incorporated herein by reference). If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure.

The Company will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000: *Adult Use of Marijuana*.

This policy may also be referred to by the Company as the “**Liability Insurance Policy**”.

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Types of Products Manufactured

Greenbridge Technologies LLC (the “**Company**”) intends to produce all types, forms, shapes, colors and flavors of marijuana products including, but not limited to, the following:

- Edibles (including, but not limited to, dark and milk chocolate bars and the following flavored cube gummies and lozenges: pomegranate, watermelon, raspberry, blueberry, mango and tangerine);
- Topicals;
- Lotions;
- Salves;
- Oils;
- Sprays;
- Waxes;
- Shatter;
- Vape Oil;
- Tinctures;
- Keif; and
- Pre-Rolled Cannabis Joints.

The Company shall ensure that any edible marijuana products made to resemble a typical food or beverage are packaged and labeled in accordance with M.G.L. c. 94G, § 4(a½)(xxvi), 935 CMR 500.150(3) and 935 CMR 500.105(5) and (6). Furthermore, the Company shall not manufacture any edibles in the following shapes or types:

1. The distinct shape of a human, animal, or fruit; or
2. A shape that bears the likeness or contains characteristics of a realistic or fictional human, animal, or fruit, including artistic, caricature, or cartoon renderings.

The Company shall not prepare, sell or otherwise distribute an edible marijuana product with potency levels exceeding the following, as tested by an independent marijuana testing facility licensed in accordance with M.G.L. c. 94G, § 15:

- (a) For a single serving of an edible marijuana product, five and one-half milligrams (5.50 mg) of active tetrahydrocannabinol (THC), subject to the testing variance specified below and in 935 CMR 500.160(11); and
- (b) In a single package of multiple edible marijuana products to be eaten, swallowed, or otherwise ingested, not more than twenty (20) servings or one hundred and ten milligrams (110.00 mg) of active THC;

The Company shall ensure that the THC content in its edible marijuana products shall be homogenous, or evenly distributed throughout. Such products shall not be considered to be homogenous if ten percent (10%) of the infused portion of the marijuana product contains more than twenty percent (20%) of the total THC contained within the entire marijuana product.

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Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) shall not have a variance greater than plus/minus ten percent (+/-10%).

The Company shall ensure that daily sales of edible marijuana products to a retail customer do not contain more than a total of five grams or five hundred milligrams of active THC. Topicals and ointments are not subject to the aforementioned limitation on daily sales.

Any Marijuana Products resubmitted for retesting prior to remediation shall 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.

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Method Used to Produce Products

Greenbridge Technologies LLC (the “**Company**”) intends to produce all types, forms, shapes, colors and flavors of marijuana products including, but not limited to, the following:

- Edibles (including, but not limited to, dark and milk chocolate bars and the following flavored cube gummies and lozenges: pomegranate, watermelon, raspberry, blueberry, mango and tangerine);
- Topicals;
- Lotions;
- Salves;
- Oils;
- Sprays;
- Waxes;
- Shatter;
- Vape Oil;
- Tinctures;
- Keif; and
- Pre-Rolled Cannabis Joints.

The Company shall ensure that any edible marijuana products made to resemble a typical food or beverage are packaged and labeled in accordance with M.G.L. c. 94G, § 4(a½)(xxvi), 935 CMR 500.150(3) and 935 CMR 500.105(5) and (6). Furthermore, the Company shall not manufacture any edibles in the following shapes or types:

1. The distinct shape of a human, animal, or fruit; or
2. A shape that bears the likeness or contains characteristics of a realistic or fictional human, animal, or fruit, including artistic, caricature, or cartoon renderings.

The Company shall not prepare, sell or otherwise distribute an edible marijuana product with potency levels exceeding the following, as tested by an independent marijuana testing facility licensed in accordance with M.G.L. c. 94G, § 15:

- (a) For a single serving of an edible marijuana product, five and one-half milligrams (5.50 mg) of active tetrahydrocannabinol (THC), subject to the testing variance specified below and in 935 CMR 500.160(11); and
- (b) In a single package of multiple edible marijuana products to be eaten, swallowed, or otherwise ingested, not more than twenty (20) servings or one hundred and ten milligrams (110.00 mg) of active THC;

The Company shall ensure that the THC content in its edible marijuana products shall be homogenous, or evenly distributed, throughout. Such products shall not be considered to be homogenous if ten percent (10%) of the infused portion of the marijuana product contains more than twenty percent (20%) of the total THC contained within the entire marijuana product.

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Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) shall not have a variance greater than plus/minus ten percent (+/-10%).

The Company shall ensure that daily sales of edible marijuana products to a retail customer do not contain more than a total of five grams or five hundred milligrams of active THC. Topicals and ointments are not subject to the aforementioned limitation on daily sales.

The Company will not sell or otherwise market marijuana or marijuana products for adult use that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*. The Company will contract Independent Testing Laboratories to test its marijuana products in compliance with testing standards in 935 CMR 500.160 and the Company's *Quality Testing and Control Policy*, which shall be incorporated herein by reference.

Any Marijuana Products resubmitted for retesting prior to remediation shall 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. All marijuana products will be processed in the extraction room, kitchen, or processing and packaging room dependent on the type of marijuana product being manufactured as well as the stage of manufacturing.

Additional Operating Policies for Marijuana Product Manufacturing

All manufactured products from the Company will be prepared, handled, and stored in compliance with the sanitation requirements in 105 MCR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*, 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. Any marijuana product that is made to resemble a typical food or beverage product will be packaged and labelled in accordance with M.G.L. c. 94G, § 4(a½)(xxvi), 935 CMR 500.150(3), and 935 CMR 500.105(5) and (6).

The Company will extract marijuana oils in the extraction room via the Supercritical CO2 extraction process rather than through alternative methods to help mitigate the risk of finished product containing trace amounts of heavy metals and other contaminants. The CO2 extraction process allows compounds to be extracted with low toxicity. It utilizes a high-pressure vessel containing marijuana trim or ground marijuana flower to separate the plant matter from the cannabinoids. The resulting extract will then be "winterized" and placed in ethanol, then heated and finally frozen to filter out the undesirable by-products. The ethanol solution will be warmed to approximately 120 degrees F, and it's not frozen until all the solvent has evaporated. For proper winterization, the solution will be frozen for at least 24 hours at a minimum temperature of 32 degrees F. After this step, the alcohol solution will need to be filtered for removing the waxes. The extraction and refinement steps can be repeated several times, until a pure oil is obtained. Once the residual alcohol solution has been purged from the oil, the oil will be homogenized and

Greenbridge Technologies LLC

ready to be sent for laboratory testing and analysis before packaging the oil into cartridges to be used in vaporizers.

The refined and tested marijuana oil will also be used in the Company's edible products. The Company intends to produce the abovementioned products in compliance with 935 CMR 500.150(1) that are physically demarked in a way that enables a reasonable person to intuitively determine how much of the product constitutes a single serving of active THC. Each serving of any edible marijuana product produced by the Company will be easily separable in order to allow average persons 21 years of age or older to physically separate, with minimal effort, the individual servings of the product, and will be marked, stamped, or otherwise include an imprinted symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product.

As a Marijuana Product Manufacturer, the Company shall meet all applicable environmental laws, regulations, permits and other applicable approvals, including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: *Air Pollution Control*. The Company 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) or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs (the "EOEEA") to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, including but not limited to:

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

If minimum standards or best management practices are not established by the time of an application for initial licensure, the Company will satisfy such standards or best management practices as a condition of license renewal, in addition to any terms and conditions of any environmental permit regulating the licensed activity.

In accordance with 935 CMR 500.130(4) the Company shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160 and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial

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contamination as well as against deterioration of finished products during storage and transportation, for all marijuana and marijuana products sold, or otherwise transferred, to other marijuana establishments.

The Company shall retain all records of purchases from any manufacturer or supplier of any ingredient, additive, device, component part or other materials obtained by the Company in relation to the manufacturing of Marijuana Vaporizer Devices (as that term is defined in 935 CMR 500.000 *et. seq.*) and such records shall be made available to the Commission on request.

The Company shall maintain records of the name and business address of the manufacturer of any cartridge, battery, atomizer coil, hardware or other component of Marijuana Vaporizer Products manufactured by the Company. Further, the Company shall, on request by the Commission, identify the materials used in the device's atomizer coil (e.g., titanium, titanium alloy, quartz, copper, nichrome, kanthal, or other specified material) or identify that such information cannot be reasonably ascertained, if applicable.

A copy of the Certificate of Analysis (as that term is defined in 935 CMR 500.000 *et. seq.*) for each thickening agent, thinning agent or terpene infused or incorporated into a Marijuana Vaporizer Device during production shall be retained by the Company and provided as a part of a wholesale transaction with any marijuana retailer, MTC or delivery operator.

To the extent that the Company wholesales Marijuana Vaporizer Devices to a marijuana retailer, MTC or delivery operator shall provide the recipient with the information insert required by 935 CMR 500.105(5)(c) or the necessary information to produce such an insert and the appropriate labeling information required by these regulations, provided, however, that white labeling of Marijuana Vaporizer Devices is explicitly prohibited.

In addition to the policies included herein, the Company also incorporates herein by reference its *Security Policy, Storage Policy, Safety Policy, Transportation of Marijuana Policy, Inventory Policy, Energy Compliance Policy, Quality Control and Testing Policy* and *Record Retention Policy* as evidence of policies for identifying, recording, and reporting diversion, theft, or loss; for correcting all errors and inaccuracies in inventories; for handling all voluntary or mandatory recalls due to any action initiated at the request or order of the Commission, and/or any voluntary action taken by the Company to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety; for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana are segregated from other marijuana and destroyed; for transportation; for the reduction of energy in water usage and energy conservation practices and mitigation of environmental impacts; for the transfer, acquisition, or sale of marijuana between Marijuana Establishments; and compliance with the standards set forth in the *Massachusetts Comprehensive Fire Code*. .

The Company shall maintain a product catalogue identifying all types of marijuana products actively manufactured at the facility. The catalogue shall include a description of the product, photograph or illustration, packaging design, and dosage amounts, including expected cannabinoid profile. Such product catalogue shall be provided to the Commission prior to receiving a certificate to commence operations, and shall include the following:

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- (1) Marijuana product type;
- (2) Marijuana product brand name;
- (3) List of direct ingredients;
- (4) List of indirect ingredients;
- (5) Serving size, including a description of what constitutes a serving size for a product that is not already a single serving;
- (6) Potency;
- (7) A photograph of the finished marijuana product, against a white background outside of, but next to, the marijuana product's packaging, including any external or internal packaging, provided however that where single servings of a multi-serving product are unable to be easily identified because of its form, a description of what constitutes a single serving shall be provided (e.g. a single serving is a 1" x 1" square), and where an edible marijuana product cannot be stamped, for example, due to size or a coating, the photograph of the edible marijuana product against a white background outside of, but next to, its external and internal packaging, such as the wrapper, and labeling information for the edible marijuana product;
- (8) A photograph of the marijuana product, against a white background, inside the packaging; and
- (9) A list of marijuana products to be sold based on anticipated or executed agreements between the Company and marijuana retailer(s) or delivery operator(s).

Photographs shall be submitted in a form and manner determined by the Commission.

The Company shall provide the information required under 935 CMR 500.130(6)(a) for each marijuana product that it produces prior to the product being made available for sale through a licensed marijuana retailer; MTC or delivery operator and shall update the information whenever a substantial change to the product information occurs. Substantial changes, including changes to information listed in 935 CMR 500.130(6)(a)1-9., shall be submitted to the Commission prior to the transfer of the marijuana product.

The Company shall identify the method of extraction (e.g., Butane, Propane, CO₂) on a physical posting at all entrances of the facility. The posting shall be a minimum of 12" x 12" and identify the method of extraction in lettering no smaller than one inch in height. The Company shall post a copy of a permit to keep, store, handle or otherwise use flammable and combustible at each place of operation within the facility.

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Vendor Samples

The Company may provide samples of marijuana products to a marijuana retailer or delivery operator in compliance with 935 CMR 500.130(8). Such samples shall not be consumed on any licensed premises or sold to another licensee or consumer and shall be tested in accordance with 935 CMR 500.160 and transported in accordance with 935 CMR 500.105(13).

The Company may not exceed the following limits per calendar month with regard to its vendor samples: five (5) grams of marijuana concentrate or extract (including but not limited to tinctures); five hundred (500) milligrams of edible marijuana products, so long as the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): *Dosing Limitations*; and five (5) units of sale per marijuana product line and no more than six (6) individual marijuana product lines.

If a vendor sample is received from a marijuana cultivator, and used to manufacture a marijuana product, such marijuana product shall be assigned a unique, sequential alphanumeric identifier and entered into the Company's Seed-to-sale SOR as a "vendor sample".

All vendor samples created by the Company shall be assigned a unique, sequential alphanumeric identifier and entered into the Company's Seed-to-sale SOR as a "vendor sample".

All vendor samples shall have a legible, firmly affixed label, on which the wording is no less than 1/16 of an inch in size containing, at a minimum, the following information: (1) A statement that reads: "VENDOR SAMPLE NOT FOR RESALE"; (2) The name of the Company and registration number of the Company's cultivator license; (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 vendor sample that is traceable in the Seed-to-sale SOR.

Quality Control Samples

The Company may provide samples of marijuana products to its employees for the purpose of ensuring product quality and determining whether to make the product available to sell in compliance with 935 CMR 500.130(9). Such samples shall not be consumed on any licensed premises or sold to another licensee or consumer and shall be tested in accordance with 935 CMR 500.160 and transported in accordance with 935 CMR 500.105(13).

The Company may not exceed the following limits per calendar month with regard to its quality control samples: five (5) grams of marijuana concentrate or extract (including but not limited to tinctures); five hundred (500) milligrams of edible marijuana products, so long as the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): *Dosing Limitations*; and five (5) units of sale per marijuana product line and no more than six (6) individual marijuana product lines.

All quality control samples shall be assigned a unique, sequential alphanumeric identifier and entered into the Company's Seed-to-sale SOR as a "quality control sample".

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All quality control samples shall have a legible, firmly affixed label, on which the wording is no less than 1/16 of an inch in size containing, at a minimum, the following information: (1) A statement that reads: “QUALITY CONTROL SAMPLE NOT FOR RESALE”; (2) The name of the Company and registration number of the Company’s cultivator license; (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.

Upon providing a quality control sample to an employee, the Company shall record, and keep such records pursuant to its *Record Keeping Policy*, the following information: (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.

Marketing and Labeling

The Company shall engage in reasonable marketing, advertising and branding practices that are not otherwise prohibited by 935 CMR 500.105(4)(b) and that do not jeopardize the public health, welfare or safety of the general public or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. All marketing, advertising, and branding created for viewing by the public will include the statement “Please Consume Responsibly”, in a conspicuous manner on the face of the advertisement and will include a minimum of two of the following warnings:

1. This product may cause impairment and may be habit forming.
2. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of this drug.
3. There may be health risks associated with consumption of this product.
4. For use only by adults 21 years of age or older. Keep out of the reach of children.
5. Marijuana should not be used by women who are pregnant or breastfeeding.

All advertising produced by, or on behalf of, the Company for marijuana or marijuana products shall include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi):

“This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. **KEEP THIS PRODUCT AWAY FROM CHILDREN.** There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment.

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The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

The Company shall ensure that, prior to the sale or transfer of marijuana or marijuana products, a legible and firmly affixed label, with wording no less than 1/16th of an inch in size, shall be placed on each package of marijuana or marijuana product made available for retail sale or wholesale that includes, at a minimum, the following (as applicable):

(a) Marijuana Not Sold as a Marijuana Product.

1. The name and registration number, telephone number and email address of the marijuana cultivator that produced the marijuana, together with the retail licensee’s business telephone number, electronic mail address, and website information, if any;
2. The date that the marijuana establishment packaged the contents and a statement of which licensee performed the packaging;
3. A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
4. Net weight or volume in US customary and metric units, listed in that order;
5. The full cannabinoid profile of the marijuana contained within the package, including tetrahydrocannabinol (“THC”) and other cannabinoid levels;
6. A statement and a seal certifying that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
7. A symbol or easily recognizable mark, issued by the Commission, that indicates the package contains marijuana products;
8. A symbol or other easily recognizable mark, issued by the Commission, that indicates that the product is harmful to children;

The abovementioned policies shall not apply to marijuana packaged by the Company for transport of wholesale cultivated Marijuana in compliance with 935 CMR 500.108. If the intended receiving establishment is a marijuana retailer, then said marijuana retailer is responsible for compliance with 935 CMR 500.105(5) for all marijuana sold to, or displayed for, consumers.

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(b) Edible Marijuana Products.

1. The name and registration number of the marijuana product manufacturer that produced the marijuana product, together with the marijuana product manufacturer's business telephone number, e-mail address, and website information, if any;
2. The name of the marijuana product;
3. Refrigeration of the marijuana product is required, as applicable;
4. Total net weight or volume in US customary and metric units, listed in that order, of the marijuana product;
5. The number of servings within the marijuana product based on the limits set forth in 935 CMR 500.150(3) and the specific weight in milligrams of a serving size;
6. The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
7. A list of ingredients, including the full cannabinoid profile of the marijuana contained within the marijuana product, including the amount of delta-nine-tetrahydrocannabinol ("Δ9-THC") and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume;
8. The amount, in grams, of sodium, sugar, carbohydrates and total fat per serving;
9. The date of creation and the recommended "use by" or expiration date which shall not be altered or changed;
10. A batch number, sequential serial number and bar codes when used, to identify the batch associated with manufacturing and processing;
11. Directions for use of the marijuana product;
12. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
13. A warning if nuts or other known allergens are contained in the product; and

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14. This statement, including capitalization:

“The impairment effects of edible products may be delayed by two hours or more. This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.”;
15. A symbol or easily recognizable mark, issued by the Commission, that indicates the package contains marijuana products;
16. A symbol or other easily recognizable mark, issued by the Commission, that indicates that the product is harmful to children;

The abovementioned policy shall apply to edible marijuana products produced by the Company for transport to a marijuana establishment in compliance with 935 CMR 500.105(8) and are in addition to any regulation regarding the appearance of edible marijuana products under 935 CMR 500.150.

(c) Marijuana Concentrates and Extracts

1. The name and registration number of the marijuana product manufacturer that produced the marijuana product, together with the marijuana product manufacturer’s business telephone number, e-mail address, and website information, if any;
2. The name of the marijuana product;
3. Product identity including the word “concentrate” or “extract” as applicable;
4. Total net weight or volume of the marijuana product, expressed in US customary units and metric units, listed in that order;
5. If applicable, the number of servings in the marijuana product based on the limits provided in 935 CMR 500.150(4), and the specific weight in milligrams of a serving size;
6. The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
7. A list of ingredients including, but not limited to, the full cannabinoid profile of the marijuana contained within the marijuana product, including the amount of Δ^9 -THC and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume, and the

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amount of specific additives infused or incorporated during the manufacturing process, whether active or inactive, including, but not limited to, thickening agents, thinning agents, and specific terpenes, expressed in absolute terms and as a percentage of volume.

- a. For Marijuana Vaporizer Devices, identification of specific additives shall include, but not be limited to, any additives identified on the FDA's Inactive Ingredient Database for "Respiratory (inhalation)" or "Oral" routes of administration and based on dosage form as an aerosol product or inhalant. The FDA Inactive Ingredient Database is available at <https://www.fda.gov/media/72482/download>. If the FDA database or its equivalent is no longer available, licensees shall use the database identified by the Commission.
 - b. For Marijuana Vaporizer Devices produced using only cannabis-derived terpenes, the following statement: "This product was produced using only cannabis-derived terpenes."
 - c. For Marijuana Vaporizer Devices produced using terpenes other than cannabis-derived terpenes, the following statement: "This product was produced using terpenes derived from sources other than cannabis."
8. The date of creation and the recommended "use by" or expiration date;
 9. A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
 10. Directions for use of the marijuana product;
 11. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
 12. A warning if nuts or other known allergens are contained in the product;
 13. This statement, including capitalization:

"This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN";
 14. A symbol or easily recognizable mark, issued by the Commission, that indicates the package contains marijuana products;

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15. A symbol or other easily recognizable mark, issued by the Commission, that indicates that the product is harmful to children;

The abovementioned policy shall apply to marijuana concentrates and extracts produced by the Company for transportation to a marijuana establishment in compliance with 935 CMR 500.105(8).

(d) Labeling of Marijuana Infused Tinctures and Topicals.

1. The name and registration number of the marijuana product manufacturer that produced the marijuana product, together with the marijuana product manufacturer's business telephone number, e-mail address, and website information, if any;
2. The marijuana product's identity;
3. The type of marijuana used to produce the product, including what, if any, Processing technique or solvents were used;
4. A list of ingredients, including the full cannabinoid profile of the marijuana contained within the marijuana product, including the amount of Δ^9 -THC and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume;
5. Total net weight or volume of the marijuana product as expressed in US customary units and metric units, listed in that order;
6. If applicable, the number of servings in the Marijuana Product based on the limits provided in 935 CMR 500.150(3): Additional Labeling and Packaging Requirements for Edibles and the specific weight in milligrams of a serving size;
7. The date of product creation;
8. A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
9. Directions for use of the marijuana product
10. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
11. A warning if nuts or other known allergens are contained in the product; and
12. This statement, including capitalization:

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“This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.”;

13. A symbol or easily recognizable mark, issued by the Commission, that indicates the package contains marijuana products; and
14. A symbol or other easily recognizable mark, issued by the Commission, that indicates that the product is harmful to children.

935 CMR 500.105(5)(d) shall apply to Marijuana-infused Tinctures and topicals produced by a marijuana product manufacturer for transport to a marijuana establishment in compliance with 935 CMR 500.105(8).

In circumstances where the labeling of the marijuana product is unreasonable or impractical, the Company may include the labeling information on a peel-back label or may place the product in a sealed bag with an insert or additional, easily readable label firmly affixed to that bag.

This policy may also be referred to by the Company as the “**Production Policy**”.

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Safety Plan

Greenbridge Technologies LLC (the “**Company**”) is committed to providing a safe workplace for its employees and promoting workplace safety policies and procedures consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq., including the general duty clause under 29 U.S.C. § 654 (“**OSHA**”). The Company shall:

(a) shall furnish to each of its employees, employment, and a place of employment, free from recognized hazards that are causing, or are likely to cause, death or serious physical harm;

(b) in compliance with occupational safety and health standards promulgated under OSHA.

The Company expects that each of its employees will comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct.

All current and updated regulations and references at 29 CFR Parts 1903, 1904, 1910, 1915, 1917, 1918, 1926, 1928, and 1977 are incorporated by reference, and applicable to all places of employment covered by 935 CMR 500.000: *Adult Use of Marijuana*.

Furthermore, the Company intends to comply with the following safety procedures in connection with the manufacturing and production of marijuana products:

All manufactured products from the Company will be prepared, handled, and stored in compliance with the sanitation requirements in 105 MCR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*, 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. Any marijuana product that is made to resemble a typical food or beverage product will be packaged and labelled in accordance with M.G.L. c. 94G, § 4(a½)(xxvi), 935 CMR 500.150(3), and 935 CMR 500.105(5) and (6).

The Company will extract marijuana oils in the extraction room via the Supercritical CO2 extraction process rather than through alternative methods to help mitigate the risk of finished product containing trace amounts of heavy metals and other contaminants. The CO2 extraction process allows compounds to be extracted with low toxicity. It utilizes a high-pressure vessel containing marijuana trim or ground marijuana flower to separate the plant matter from the cannabinoids. The resulting extract will then be “winterized” and placed in ethanol, then heated and finally frozen to filter out the undesirable by-products. The ethanol solution will be warmed to approximately 120 degrees F, and it’s not frozen until all the solvent has evaporated. For proper winterization, the solution will be frozen for at least 24 hours at a minimum temperature of 32 degrees F. After this step, the alcohol solution will need to be filtered for removing the waxes. The extraction and refinement steps can be repeated several times, until a pure oil is obtained. Once the residual alcohol solution has been purged from the oil, the oil will be homogenized and ready to be sent for laboratory testing and analysis before packaging the oil into cartridges to be used in vaporizers.

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The refined and tested marijuana oil will also be used in the Company's edible products. The Company intends to produce the abovementioned products in compliance with 935 CMR 500.150(1) that are physically demarked in a way that enables a reasonable person to intuitively determine how much of the product constitutes a single serving of active THC. Each serving of any edible marijuana product produced by the Company will be easily separable in order to allow average persons 21 years of age or older to physically separate, with minimal effort, the individual servings of the product, and will be marked, stamped, or otherwise include an imprinted symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product.

The Company shall meet all applicable environmental laws, regulations, permits and other applicable approvals, including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: *Air Pollution Control*. The Company 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) or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs (the "EOEEA") to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, including but not limited to:

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

If minimum standards or best management practices are not established by the time of an application for initial licensure, the Company will satisfy such standards or best management practices as a condition of license renewal, in addition to any terms and conditions of any environmental permit regulating the licensed activity.

In accordance with 935 CMR 500.130(4) the Company shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160 and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and

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transportation, for all marijuana and marijuana products sold, or otherwise transferred, to other Marijuana Establishments.

The Company shall retain all records of purchases from any manufacturer or supplier of any ingredient, additive, device, component part or other materials obtained by the Company in relation to the manufacturing of Marijuana Vaporizer Devices (as that term is defined in 935 CMR 500.000 *et. seq.*) and such records shall be made available to the Commission on request.

The Company shall maintain records of the name and business address of the manufacturer of any cartridge, battery, atomizer coil, hardware or other component of Marijuana Vaporizer Products manufactured by the Licensee. Further, the Company shall, on request by the Commission, identify the materials used in the device's atomizer coil (e.g., titanium, titanium alloy, quartz, copper, nichrome, kanthal, or other specified material) or state if such information cannot be reasonably ascertained.

A copy of the Certificate of Analysis for each thickening agent, thinning agent or terpene infused or incorporated into a Marijuana Vaporizer Device during production shall be retained by a Product Manufacturer and provided as a part of a wholesale transaction with any Marijuana Retailer, MTC or Delivery Operator.

In addition to the policies included herein, the Company also incorporates herein by reference its *Security Policy, Storage Policy, Transportation of Marijuana Policy, Inventory Policy, Energy Compliance Policy, Quality Control and Testing Policy* and *Record Retention Policy* as evidence of policies for identifying, recording, and reporting diversion, theft, or loss; for correcting all errors and inaccuracies in inventories; for handling all voluntary or mandatory recalls due to any action initiated at the request or order of the Commission, and/or any voluntary action taken by the Company to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety; for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana are segregated from other marijuana and destroyed; for transportation; for the reduction of energy in water usage and energy conservation practices and mitigation of environmental impacts; for the transfer, acquisition, or sale of marijuana between Marijuana Establishments; and compliance with the standards set forth in the *Massachusetts Comprehensive Fire Code*. .

The Company shall maintain a product catalogue identifying all types of marijuana products actively manufactured at the facility. The catalogue shall include a description of the product, photograph or illustration, packaging design, and dosage amounts, including expected cannabinoid profile. Such product catalogue shall be provided to the Commission prior to receiving a certificate to commence operations, and shall include the following:

- (1) Marijuana product type;
- (2) Marijuana product brand name;
- (3) List of direct ingredients;

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- (4) List of indirect ingredients;
- (5) Serving size, including a description of what constitutes a serving size for a product that is not already a single serving;
- (6) Potency;
- (7) A photograph of the finished marijuana product, against a white background outside of, but next to, the marijuana product's packaging, including any external or internal packaging, provided however that where single servings of a multi-serving product are unable to be easily identified because of its form, a description of what constitutes a single serving shall be provided (e.g. a single serving is a 1" x 1" square), and where an edible marijuana product cannot be stamped, for example, due to size or a coating, the photograph of the edible marijuana product against a white background outside of, but next to, its external and internal packaging, such as the wrapper, and labeling information for the edible marijuana product;
- (8) A photograph of the marijuana product, against a white background, inside the packaging; and
- (9) A list of marijuana products to be sold based on anticipated or executed agreements between the Company and marijuana retailer(s) or delivery operator(s).

Photographs shall be submitted in a form and manner determined by the Commission.

The Company shall provide the information required under 935 CMR 500.130(6)(a) for each marijuana product that it produces prior to the product being made available for sale through a licensed marijuana retailer; MTC or delivery operator and shall update the information whenever a substantial change to the product information occurs. Substantial changes, including changes to information listed in 935 CMR 500.130(6)(a)1-9., shall be submitted to the Commission prior to the transfer of the marijuana product.

The Company shall ensure that any use of extraction equipment is in compliance with the standards set forth in 527 CMR 1.00: *the Massachusetts Comprehensive Fire Code*.

The Company shall identify the method of extraction (e.g., Butane, Propane, CO2) on a physical posting at all entrances of the facility. The posting shall be a minimum of 12" x 12" and identify the method of extraction in lettering no smaller than one inch in height. The Company shall post a copy of a permit to keep, store, handle or otherwise use flammable and combustible at each place of operation within the facility.

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Samples of Unique Identifying Marks Used for Branding



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Policies and Procedures for Cultivation

Greenbridge Technologies LLC (the “**Company**”) will cultivate marijuana in accordance with the requirements of 935 CMR 500.120, using best practices to limit contamination, including, but not limited to, mold, fungus, bacterial diseases, rot, pests, unacceptable pesticides for use on marijuana or mildew, and any other contaminant identified as posing a potential harm.

All phases of cultivation, processing, and packaging of marijuana will take place in designated, locked, limited access rooms not visible (i.e., not reasonably identified) from a public place without the use of binoculars, aircraft or other optical aids. Prior to commencing operations and/or at the request of the Commission, the Company shall disclose all growing media, and plant nutrients, intended to be used during the cultivation process.

Additionally, the Company shall maintain compliance with the Commission’s Guidance on Integrated Pest Management as approved and adopted by the Commission on April 4, 2019 and in effect as of November 1, 2019, by implementing the best practices and policies and procedures included therein, including but not limited to:

- Keeping plants healthy;
- Maintaining a sanitary work environment by:
 - Maintaining a clean and organized facility;
 - Sealing potential points of entry for pests, including cracks, crevices and voids.
 - Establishing protocols to prevent pests from entering the facility on workers and visitors clothing, shoes or equipment, such as requiring workers and visitors to wear protective garments before entering cultivation rooms.
- Quarantine new plant material and products entering the facility in a separate space for several days to inspect for signs of infestation.
- Maintain environmental conditions to minimize optimal pest habitats, ensure humidity levels are appropriate and do not promote pathogen growth, prevent standing water from forming, and ensure that any reservoirs are sealed and filtered.
- Regularly inspect plants for signs and symptoms of pest infestations.
- Place yellow sticky cards in strategic locations to help detect early infestations of flying insect pests.

All growing rooms will have the ideal environment for each phase of growing marijuana with precise control of temperature, humidity, carbon dioxide, and high-quality lighting equipped with

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advanced environment controls, complete fertigation systems, fire suppression systems, and programmable logic controllers.

Application of pesticides will be performed in compliance with M.G.L. c. 132B and 333 CMR 2.00 through 333 CMR 14.00; any testing results indicating noncompliance with said regulations will be immediately reported to the Commission who may refer the result to the Massachusetts Department of Agricultural Resources. All soil used in cultivation will satisfy environmental and federal standards identified by the Commission.

In accordance with 935 CMR 500.120(6) the Company shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160 for all marijuana and marijuana products sold, or otherwise transferred, to other Marijuana Establishments.

The Company will only label marijuana that it cultivates with the word “organic”, if all cultivation is consistent with US Department of Agriculture organic requirements at 7 CFR 205: *National Organic Program* and consistent with Massachusetts Department of Agriculture requirements for pesticide usage. The Company plans to properly label its marijuana and marijuana products utilizing the guidance provided by the United States Department of Agriculture, NOP 4012 – *Use of Brand or Company Names Containing the Word “Organic”*, to ensure that Company products do not misrepresent the nature of the product. Furthermore, any application of plant nutrient to land used for the cultivation of marijuana will comply with St. 2012, c. 262, as amended by St. 2013, c. 118, § 26, and 330 CMR 31.00: *Plant Nutrient Application Requirements for Agricultural Land and Non-agricultural Turf and Lawns*.

Consistent with 935 CMR 500.120 (11), the Company will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: *Air Pollution Control* as a condition of obtaining a final license under 935 CMR 500.103(2): *Final License* and as a condition of renewal under 935 CMR 500.103(4): *Expiration and Renewal of Licensure*. The Company 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 Sec. 78(b), or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs (the “EOEEA”) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission, including but not limited to, guidance documents for Best Management Practices for Water Use approved by the Commission on April 4, 2019. The Company shall submit, in connection with its license renewal application, a report of its cultivation energy and water usage over the twelve (12) month period prior to renewing its licensure.

The Company shall, at a minimum, be subject to the following energy efficiency and equipment standards:

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- (a) The building envelope for the Facility shall meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Standard 90.1 Sections 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that because this facility will be built using an existing building, the Company may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as may be further defined by guidance issued by the Commission.
- (b) If the Company is unable to generate 80% of its total annual on-site energy use for all fuels (expressed on a MWh basis) from onsite or renewable generating sources, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, then its Horticultural Lighting Power Density shall not exceed 50 watts per square foot.

The Company shall provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which shall certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization as well as certification from a licensed Massachusetts Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility (as applicable).

- (c) If the Company is unable to generate 80% of its the total annual on-site energy use for all fuels (expressed on a MWh basis) from an onsite clean or renewable generating source, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, the Heating Ventilation and Air Condition (HVAC) and dehumidification systems shall 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 (780 CMR: *State Building Code*).
- (d) Employees and visitors shall be required to wear eye protection near operating horticultural lighting equipment.
- (e) Prior to final licensure, the Company shall demonstrate compliance with 935 CMR 500.120(11) by submitting an energy compliance letter prepared by a licensed Massachusetts Professional Engineer, Registered Architect or a Certified Energy Auditor or Manager (as certified by the Association of Energy Engineers) with supporting documentation, together with submission of building plans pursuant to 935 CMR 500.103.
- (f) The Company shall establish other safety protocols to protect workers and consumers.

In the event that the Commission requests or orders the Company to initiate a recall of marijuana, or marijuana products, or the Company initiates a voluntary recall of marijuana or marijuana products or discovers a product that is defective, outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, such marijuana or

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marijuana products shall be destroyed and disposed of in accordance with the Company's marijuana disposal policies as identified in its *Storage Policy* (incorporated herein by reference) and 935 CMR 500.105(12) and applicable state and local statutes, ordinances and regulations. 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 the Company to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety.

Any Marijuana Establishment agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production or packaging, shall be required to adhere to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*.

The Company shall also develop policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11), including but not limited to:

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

Vendor Samples

The Company may provide samples of marijuana flower to a Marijuana Product Manufacturer or Marijuana Retailer in compliance with 935 CMR 500.120(13). Such samples shall not be consumed on any licensed premises or sold to another licensee or consumer and shall be tested in accordance with 935 CMR 500.160 and transported in accordance with 935 CMR 500.105(13).

The Company may not exceed the following limits per calendar month with regard to its vendor samples: four (4) grams per strain of marijuana flower and seven (7) strains of marijuana flower.

All vendor samples shall be assigned a unique, sequential alphanumeric identifier and entered into the Company's Seed-to-sale SOR as a "vendor sample".

All vendor samples shall have a legible, firmly affixed label, on which the wording is no less than 1/16 of an inch in size containing, at a minimum, the following information: (1) A statement that

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reads: “VENDOR SAMPLE NOT FOR RESALE”; (2) The name of the Company and registration number of the Company’s cultivator license; (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 vendor sample that is traceable in the Seed-to-sale SOR.

Quality Control Samples

The Company may provide samples of marijuana flower to its employees for the purpose of ensuring product quality and determining whether to make the product available to sell in compliance with 935 CMR 500.120(14). Such samples shall not be consumed on any licensed premises or sold to another licensee or consumer and shall be tested in accordance with 935 CMR 500.160 and transported in accordance with 935 CMR 500.105(13).

The Company may not exceed the following limits per calendar month with regard to its quality control samples: four (4) grams per strain of marijuana flower and seven (7) strains of marijuana flower.

All quality control samples shall be assigned a unique, sequential alphanumeric identifier and entered into the Company’s Seed-to-sale SOR as a “quality control sample”.

All quality control samples shall have a legible, firmly affixed label, on which the wording is no less than 1/16 of an inch in size containing, at a minimum, the following information: (1) A statement that reads: “QUALITY CONTROL SAMPLE NOT FOR RESALE”; (2) The name of the Company and registration number of the Company’s cultivator license; (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.

Upon providing a quality control sample to an employee, the Company shall record, and keep such records pursuant to its *Record Keeping Policy*, the following information: (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.

In addition to the policies listed above, the Company also incorporates herein by reference its *Security Policy*, *Storage Policy*, *Transportation of Marijuana Policy*, *Inventory Policy*, *Quality Control* and *Testing Policy*, *Energy Compliance Plan*, and *Record Retention Policy* as evidence of policies for identifying, recording, and reporting diversion, theft, or loss; for correcting all errors and inaccuracies in inventories; for maintaining accurate inventory, for handling recalls due to any action initiated at the request or order of the Commission, and any voluntary action by the Company to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety, for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed; for transportation; to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, for ensuring fire safety in cultivation activities,

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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*; for the transfer, acquisition, or sale of marijuana between marijuana establishments.

This policy may also be referred to by the Company as the “**Cultivation Policy**”.

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Plan for Obtaining Marijuana or Marijuana Products

Greenbridge Technologies LLC (the “**Company**”) is applying for a Marijuana Cultivator License in conjunction with an application for a Marijuana Product Manufacturing License. Accordingly, if approved, the Company will supply itself with its Marijuana and Marijuana Infused Products pursuant to the aforementioned Cultivation and Production Manufacturing licenses, in accordance with 935 CMR 500.101(1)(d).

In the event the Company requires additional marijuana or marijuana products, it will work with a licensed and properly registered Marijuana Establishment in the Commonwealth of Massachusetts to obtain marijuana or marijuana products, in accordance with 935 CMR 500.101(1)(d). However, the Company does not anticipate the need for marijuana or marijuana products in addition to what it will supply itself.

This policy may also be referred to by the Company as the “**Plan for Obtaining Marijuana or Marijuana Products**”.

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Separating Recreational from Medical Operations

This policy is not applicable, currently, Greenbridge Technologies LLC (the “**Company**”) is only applying for adult use Marijuana Cultivator and Marijuana Product Manufacturer licenses at this location

This policy may also be referred to by the Company as the “**Policy for Separating Recreational from Medical Operations**”.

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Restricting Access to Age 21 and Older

Greenbridge Technologies LLC (the “**Company**”) shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older. The Company’s Marijuana Establishment is not open to the public.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual’s proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment. The Company shall also inspect an individual’s proof of identification at the point of sale and determine that the individual is 21 years of age or older.

The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued-identification card;
3. A military identification card; or
4. A passport.

This policy may also be referred to by the Company as the “**Policy to Restrict Access to Persons Age 21 and Older**”.

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Security Plan

Greenbridge Technologies LLC (the “**Company**”) shall implement sufficient safety and security measures to deter theft of marijuana and marijuana products, prevent unauthorized access to the Marijuana Establishment, unauthorized entrance into areas containing marijuana, and ensure the safety of its employees, consumers, customers and the general public. The Company’s security measures shall be designed to protect the premises, employees, consumers, marijuana establishment agents, the general public and the community and provide a safe environment for the safe and discreet dispensing of marijuana and marijuana products. The Company shall implement policies and procedures designed to avoid diversion, theft, or loss of marijuana and marijuana products.

The Company’s security policies shall be established in accordance with the requirements under 935 CMR 500.110, and shall include, but not be limited to the following:

The Company shall:

1. Positively identify individuals seeking access to the premises of the Marijuana Establishment or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) in order to limit access solely to individuals 21 years of age or older;
2. Adopt procedures to prevent loitering and ensure that only individuals engaging in activity expressly or by necessary implication permitted by 935 CMR 500.000: *Adult Use of Marijuana* and its enabling statute are allowed to remain on the premises;
3. Dispose of marijuana in accordance with 935 CMR 500.105(12) in excess of the quantity required for normal, efficient operation as established within 935 CMR 500.105;
4. Secure all entrances to the Marijuana Establishment to prevent unauthorized access;
5. Establish limited access areas pursuant to 935 CMR 500.110(4), which, after receipt of a final license from the Commission, shall be accessible only to specifically authorized personnel, limited to include only the minimum number of employees essential for efficient operation;
6. Store all finished marijuana products in a secure, locked safe or vault in such a manner as to prevent diversion, theft and loss;
7. Keep all safes, vaults, and any other equipment or areas used for the production, cultivation, harvesting, processing or storage, including prior to disposal, of marijuana and marijuana products securely locked and protected from entry, except for the actual time required to remove or replace marijuana;
8. Keep all locks and security equipment in good working order;

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9. Prohibit keys, if any, from being left in the locks or stored or placed in a location accessible to persons other than specifically authorized personnel;
10. Prohibit accessibility of security measures, such as combination numbers, passwords or electronic or biometric security systems, to persons other than specifically authorized personnel;
11. Ensure that the outside perimeter of the Marijuana Establishment is sufficiently lit to facilitate surveillance, where applicable;
12. Ensure that all marijuana products are kept out of plain sight and are not visible from a public place without the use of binoculars, optical aids or aircraft;
13. Develop emergency policies and procedures for securing all product following any instance of diversion, theft or loss of marijuana, and conduct an assessment to determine whether additional safeguards are necessary;
14. Develop sufficient additional safeguards, as required by the Commission, for Marijuana Establishments that present special security concerns;
15. Establish procedures for safe cash handling and cash transportation to financial institutions to prevent theft, loss and associated risks to the safety of employees, customers and the general public;
16. Share the Company's security plan, floor plan or layout of the facility and procedures with local law enforcement authorities including police and fire departments, and updating law enforcement authorities including police and fire departments if the plans or procedures are modified in a material way, including the addition of plans to delivery directly to consumers in the case of receipt of a delivery endorsement;
17. Identifying when the use of flammable or combustible solvents, chemicals or other materials are in use at the Marijuana Establishment and sharing such information with law enforcement authorities including police and fire departments in the municipality where the facility is located, as required by the municipality; and
18. Require all employees of the Marijuana Establishment to visibly display an employee identification badge issued by the Marijuana Establishment at all times while at the Marijuana Establishment or transporting marijuana.

The Company shall establish limited access areas pursuant to 935 CMR 500.110(4), which shall be accessible only to specifically authorized personnel limited to include only the minimum number of employees essential for efficient operation. Said limited access areas will be identified by the posting of a sign that shall be a minimum of 12" x 12" and which states: "*Do Not Enter—Limited Access Area—Access Limited to Authorized Personnel Only*" in lettering no smaller than one inch in height. All limited access areas shall be clearly described in a diagram of the licensed premises reflecting entrances and exits, including loading areas, walls, partitions, counters,

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propagation, vegetation, flowering, processing, production, storage, disposal and retail sales areas, to be filed with the Commission in a form and manner determined by the Commission.

At all times following receipt of a final license from the Commission, access to limited access areas shall be restricted to employees, agents or volunteers specifically permitted by the Marijuana Establishment, agents of the Commission, Commission delegees, and 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.

Following receipt of a final license from the Commission, all outside vendors, contractors, and visitors shall obtain a visitor identification badge prior to entering a limited access area, and shall be escorted at all times by a marijuana establishment agent authorized to enter the limited access area. The visitor identification badge shall be visibly displayed at all times while the visitor is in any limited access area. All visitors must be logged in and out and that log shall be available for inspection by the Commission at all times. All visitor identification badges shall be returned to the Marijuana Establishment on exit.

The Company may, as applicable, establish limited access areas for each separately licensed activity that may overlap in a shared hallway or access point, provided that operations under each license type are segregated and access by marijuana establishment are similarly separated.

The Company shall design and implement a security system designed to prevent and detect diversion, theft or loss of marijuana and/or unauthorized intrusion, utilizing commercial grade equipment which shall, at a minimum, include:

1. A perimeter alarm on all building entry and exit points and perimeter windows;
2. A failure notification system that provides an audible, text or visual notification to designated employees within five (5) minutes of any failure in the security system either by telephone, email or text message;
3. A duress alarm, panic alarm or hold-up alarm connected to local public safety or law enforcement authorities;
4. Video cameras in the following areas: (1) all areas that may contain marijuana; (2) vaults or safes used for the purpose of securing cash; and (3) at all points of entry and exit and in any parking lot, and in any case, which shall be appropriate for the normal lighting conditions of the area under surveillance. The cameras shall be directed at all safes, vaults, sales areas and areas where marijuana is cultivated, harvested, processed, prepared, stored, handled or dispensed or where cash is kept and processed. Cameras shall be angled so as to allow for the capture of clear and certain identification of any person entering or exiting the Marijuana Establishment or area;
5. Recordings from all video cameras, which shall be enabled to record twenty-four (24) hours each day and be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the

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recordings for a specified period of time made by the Commission, whichever is longer. Video cameras may use motion detection sensors to begin recording, so long as the motion detection sensor system provides an alert to designated employees subject to the approval of the Commission or its delegee. If the Company receives notice that the motion detection sensor is not working correctly, it shall take prompt action to make corrections and document those actions. Recordings shall not be destroyed or altered, and shall be retained as long as necessary if the Marijuana Establishment is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information;

6. The ability to immediately produce a clear, color still image whether live or recorded;
7. A date and time stamp shall be embedded in all recordings, which shall be synchronized and set correctly at all times and shall not significantly obscure the picture;
8. The ability to remain operational during a power outage for a minimum of four (4) hours and, if it appears likely that the outage will last for more than four (4) hours, the Company shall take sufficient steps to ensure security on the premises in consultation with the Commission; and
9. A video recording that allows for the exporting of still images in an industry standard image format, including .jpg, .bmp and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that may be played on a standard computer operating system. All recordings shall be erased or destroyed prior to disposal.

The Company shall have a back-up alarm system, with all the capabilities of the primary system, provided by a company supplying commercial grade equipment, which shall not be the same company supplying the primary security system.

The Company shall keep and maintain all security system equipment and recordings in a secure limited access area on site that shall remain locked and shall not be used for any other function, so as to prevent theft, loss, destruction and alterations. Access to said surveillance / security area shall be limited to persons that are essential to surveillance operations, law enforcement authorities, security system service personnel and the Commission. A current list of authorized employees and service personnel that have access to the surveillance room shall be available to the Commission upon request. All security equipment shall be in good working order and shall be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

The Company shall maintain all trees, bushes and other foliage outside of the Marijuana Establishment so as to prevent a person or persons from concealing themselves from sight.

Cash Handling and Transportation Procedures:

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- (a) The Company shall implement adequate security measures and procedures for safe cash handling and cash transportation to financial institutions or Massachusetts Department of Revenue (the “DOR”) facilities to prevent theft and loss, and to mitigate associated risks to the safety of employees, customers and the general public, including but not limited to:
1. An on-site secure locked safe or vault maintained in an area separate from retail sales areas used exclusively for the purpose of securing cash;
 2. Video cameras directed to provide images of areas where cash is kept, handled and packaged for transport to financial institutions or DOR facilities, provided that the cameras may be motion-sensor activated cameras and provided, further, that all cameras be able to produce a clear, still image whether live or recorded;
 3. A written process for securing cash and ensuring transfers of deposits to the Marijuana Establishment’s financial institutions and DOR facilities on an incremental basis consistent with the requirements for deposit by the financial institution or DOR facilities, which shall include, at a minimum, the following:
 - a. The use of a locked bag for the transportation of cash from a Marijuana Establishment to a financial institution or DOR facility;
 - b. Any transportation of cash be conducted in an unmarked vehicle;
 - c. Two (2) registered Marijuana Establishment Agents employed by the Licensee shall be present in the vehicle at all times during transportation of deposits;
 - d. Real-time GPS tracking of the vehicle shall occur at all times when transporting cash;
 - e. Require access to two-way communications between the transportation vehicle and the Marijuana Establishment; and
 - f. Prohibit the transportation of Marijuana or Marijuana Products at the same time that cash is being transported for deposit to a financial institution or DOR facility; and
 - g. Use of an armored transport provider that is licensed pursuant to M.G.L. c. 147, § 25 (watch, guard or patrol agency) and has been approved by the financial institution or DOR facility.

Alternative Cash Handling and Transportation Procedures (if approved by the Commission and the financial institution or DOR facility) shall be included in this *Security Policy*, shared with law enforcement in the municipality in which the subject facility is licensed, and periodically updated as required under 935 CMR 500.110(1)(q).

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The Company shall notify appropriate law enforcement authorities and the Commission of any breach of security or other reportable incident defined in 935 CMR 500.110(9) immediately and, in no instance, more than twenty-four (24) hours following discovery of the breach or incident. Notification shall occur, but not be limited to, during the following occasions:

1. Discovery of inventory discrepancies;
2. Diversion, theft or loss of any marijuana product;
3. Any criminal action involving or occurring on or in the Marijuana Establishment premises or involving the Company or its marijuana establishment agents;
4. Any suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person;
5. Unauthorized destruction of marijuana;
6. Any loss or unauthorized alteration of records related to marijuana;
7. An alarm activation or other event that requires response by public safety personnel, including but not limited to local law enforcement, police and fire departments, public works or municipal sanitation departments, and municipal inspectional services departments, or security personnel privately engaged by the Company;
8. The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight (8) hours;
9. A significant motor vehicle crash that occurs while transporting or delivery marijuana or marijuana products and would require the filing of a motor vehicle crash operator report pursuant to M.G.L. c. 90 section 26, provided however that a motor vehicle crash that renders the Licensee's vehicle inoperable shall be reported immediately to state and local law enforcement so that the marijuana or marijuana product(s) may be adequately secured;
or
10. Any other breach of security.

The Company shall, within ten (10) calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(7)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified.

All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) shall be maintained by the Company for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

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

Notwithstanding anything contained herein to the contrary, if the Company implements other specific safeguards that may be regarded as an adequate substitute for the requirements set forth in 935 CMR 500.110(1), (5), (6) and (7), it will submit a request to the Commission for review and approval, in a form and manner as determined by the Commission. Any additional or other specific safeguards will also be submitted to the local law enforcement authorities and fire services for review and comment. For purposes of cash handling and cash transportation, only alternative safeguards that comply with the requirements of 935 CMR 500.110(7)(b) shall be considered to be adequate substitutes.

Access to the Commission, Emergency Responders and Law Enforcement.

1. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
 - a. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000: *Adult Use of Marijuana*;
 - b. Representatives of other state agencies of the Commonwealth; and
 - c. Emergency responders in the course of responding to an emergency.

Hours of Operation: The Company shall provide all hours of operation and after-hours contact information to the Commission, shall make the same information available to all law enforcement authorities upon request, and shall update it as required under 935 CMR 500.000: *Adult Use of Marijuana*.

The Company shall operate the Marijuana Establishment 24 hours a day Monday through Sunday, excluding legal holidays.

The Company's after-hours contact information is:

Name: Joshua Wickens

Title: tbd

Cell: 978-877-9017

Email: Joshuawickens1@gmail.com

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These written safety and security measures shall be treated as security planning documents, the public disclosure of which would jeopardize public safety.

This policy may also be referred to by the Company as the “**Security Policy**”.

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Prevention of Diversion

Pursuant to 935 CMR 500.105(1)(p) Greenbridge Technologies LLC (the “**Company**”) shall implement the following policies and procedures to prevent the diversion of marijuana to individuals younger than twenty-one (21) years of age.

Employee Training, Transportation and Storage Policies for Diversion Prevention

The Company shall require all employees and registered marijuana establishment agents to attest that they will not engage in the diversion of marijuana or marijuana products. Pursuant to the Company’s *Employee Qualifications and Training Policy*, which policy shall be incorporated herein by reference, all owners, executives, employees and agents of the Marijuana Establishment shall participate in a minimum of eight (8) hours of on-going training programs annually which shall include materials and programs on diversion prevention.

To prevent diversion, the Company shall store all finished marijuana products in a secure locked safe or vault in such a manner as to prevent diversion theft and loss.

The Company shall attach plant tags to all marijuana, clones, and plants and attach package tags to all finished marijuana and marijuana products, and track all marijuana seeds, clones, plants, and marijuana products using a seed-to-sale-methodology in a form and manner to be approved by the Commission.

The Company shall develop and implement emergency policies and procedures for securing all product following any instance of diversion, theft or loss of marijuana and/or marijuana products. The Company shall strategically design and utilize limited access areas and other security measures so as to prevent diversion of marijuana and/or marijuana products. The Company shall have an adequate security system to prevent and detect diversion, theft or loss of marijuana and/or marijuana products.

The Company shall develop and implement strict inventory procedures designed to prevent the diversion of marijuana and/or marijuana products.

The Company shall develop and implement transportation procedures and protocols designed to prevent the diversion of marijuana and/or marijuana products.

Marketing Policies for Diversion Prevention

The Company shall adhere to, and comply with 935 CMR 500.105(4) and shall only engage in reasonable marketing, advertising and branding practices that are not otherwise prohibited in 935 CMR 500.105(4)(b) that do not jeopardize the public health, welfare or safety of the general public or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old.

Specifically, the Company shall not conduct the following advertising activities:

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1. Advertising in such a manner that is deemed to be deceptive, false, misleading, or untrue, or tends to deceive or create a misleading impression, whether directly, or by ambiguity or omission;
2. Advertising by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, or print publication, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data;
3. Advertising that utilizes statements, designs, representations, pictures or illustrations that portray anyone younger than 21 years old;
4. Advertising including, but not limited to, mascots, cartoons, and celebrity endorsements, that is deemed to appeal to a person younger than 21 years old;
5. Brand sponsorship including, but not limited to, mascots, cartoons, and celebrity endorsements, that is deemed to appeal to a person younger than 21 years old;
6. Advertising, including statements by the Company, that makes any false statements concerning other licensees and the conduct and products of such other licensees that is deceptive, misleading, false, or fraudulent, or that tends to deceive or create a misleading impression, whether directly or by omission or ambiguity;
7. Advertising that asserts that the Company's products are safe, or represent that its products have curative or therapeutic effects, other than labeling required pursuant to M.G.L. c. 94G, § 4(a½)(xxvi), unless supported by substantial evidence or substantial clinical data with reasonable scientific rigor as determined by the Commission;
8. Advertising on any billboards, or any other public signage which fails to comply with all state and local ordinances and requirements;
9. Use of any illuminated or external signage beyond the period of 30 minutes before sundown until closing, subject to further minimum signage requirements issued by the Commission (however this shall not prohibit the Company from installing external signage that is permitted by 935 CMR 500.105(4)(a) that is neither illuminated or neon);
10. The use of vehicles equipped with radio or loud speakers for the advertising of marijuana or marijuana products;
11. The use of radio or loud speaker equipment in any Marijuana Establishment for the purpose of attracting attention to the sale of marijuana;
12. Brand Name Sponsorship (as that term is defined in 935 CMR 500.000 *et. seq.*) of a charitable, sporting or similar event, unless such advertising is targeted to entrants or participants reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data, and reasonable safeguards have been employed to

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prohibit advertising from targeting or otherwise reaching entrants or participants reasonably expected to be under 21 years of age, as determined by reliable, current audience composition data;

13. Operation of any website of a Marijuana Establishment that fails to verify that the entrant is 21 years of age or older;
14. Any advertising, including the use of Brand Names, of an improper or objectionable nature including, but not limited to, the use of language or images offensive or disparaging to certain groups;
15. Any advertising solely for the promotion of marijuana or marijuana products on Marijuana Establishment Branded Goods (as that term is defined in 935 CMR 500.000 *et. seq.*), including but not limited to clothing, cups, drink holders, apparel accessories, electronic equipment or accessories, sporting equipment, novelty items and similar portable promotional items;
16. Advertising on or in public or private vehicles and at bus stops, taxi stands, transportation waiting areas, train stations, airports, or other similar transportation venues including, but not limited to, vinyl-wrapped vehicles or signs or logos on transportation vehicles not owned by the Company;
17. The display of signs or other printed material advertising any brand or any kind of marijuana or marijuana product that are displayed on the exterior of the Company's facility;
18. Advertising of the price of marijuana or marijuana products, except as permitted pursuant to 935 CMR 500.105(4)(a)(6);
19. Display of marijuana or marijuana products so as to be clearly visible to a person from the exterior of the Marijuana Establishment; and
20. Advertising through the marketing of free promotional items, including but not limited to gifts, giveaways, discounts, points-based reward systems, customer loyalty programs, coupons, and "free" or "donated" marijuana except as otherwise permitted by 935 CMR 500.105(4)(a)(9), and except for the provision of Brand Name take-away bags by the Company for the benefit of its customers after a retail purchase is completed.

Notwithstanding anything herein to the contrary, the Company may provide employee discounts on its products.

Retail Verification of Customer Identification:

As described in it is *Policy to Restrict Access to Persons Age 21 and Older* (which policy shall be incorporated herein by reference), the Company shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to

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the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older. The Company's Marijuana Establishment is not open to the public.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual's proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment. The Company shall also inspect an individual's proof of identification at the point of sale and determine that the individual is 21 years of age or older.

This policy may also be referred to by the Company as the "**Prevention of Diversion Policy**".

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Storage of Marijuana

Greenbridge Technologies LLC (the “**Company**”) shall store marijuana in a safe and sanitary manner and shall keep all safes, vaults and other areas used for the storage of marijuana securely locked and protected from entry, except for the actual time required to remove or replace marijuana.

All marijuana in the process of cultivation, production, preparation, transport, or analysis shall be housed and stored in such a manner as to prevent diversion, theft, or loss and shall be accessible only to the minimum number of specifically authorized dispensary agents essential for efficient operation. Marijuana shall be returned to a secure location immediately after completion of the process or at the end of the scheduled business day. If a manufacturing process cannot be completed at the end of a working day, the processing area or tanks, vessels, bins, or bulk containers containing marijuana shall be securely locked inside an area of the building that affords adequate security.

Marijuana in all stages of cultivation shall be secured and stored in controlled access and locked cultivation rooms and other marijuana products shall be securely stored in controlled access and locked processing rooms, locked finished goods inventory vaults or locked refrigerators. Cannabis oil not used to produce infused products will be stored in a locked refrigerator within the processing room.

The Company shall adhere to the following storage policies:

1. The Company shall provide adequate lighting, ventilation, temperature, humidity, space, and equipment for the storage of marijuana, in accordance with the applicable provisions of 935 CMR 500.105 and 935 CMR 500.110.
2. The Company shall have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed.
3. The Company shall maintain all storage areas in a clean and orderly condition.
4. All storage areas shall be free from infestation by insects, rodents, birds, and pests of any kind.
5. All storage areas shall only be accessible to the minimum number of employees essential for efficient operation.
6. The Company shall maintain all storage areas in accordance with the Company’s *Security Policy* and 935 CMR 500.110. The *Security Policy* shall be incorporated herein by reference.

All marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, shall be inventoried, logged, and locked

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in the Company's disposal area, until properly destroyed and disposed of in accordance with the Company's marijuana disposal policies and 935 CMR 500.105(12) and applicable state and local statutes, ordinances and regulations.

When transporting marijuana between Marijuana Establishments, the Company shall transport the marijuana in a secure locked storage compartment that is a part of the vehicle transporting the marijuana. Said storage compartment shall be sufficiently secure that it cannot be easily removed. All vehicles and transportation equipment used in the transportation of marijuana shall be equipped as necessary to provide adequate temperature control to prevent the marijuana, marijuana products, or edible marijuana products from becoming unsafe during transportation, consistent with applicable requirements of 21 CFR 1.908(c). Marijuana shall not be visible from outside the vehicle.

Pursuant to the Company's *Employee Qualifications and Training Policy*, which policy shall be incorporated herein by reference, all owners, executives, employees and agents of the Marijuana Establishment shall participate in a minimum of eight (8) hours of on-going training programs annually which shall include materials and programs on proper storage.

Waste Disposal

The Company shall store, secure and manage, in accordance with applicable state and local statutes, ordinances and regulations, all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products. All exterior waste receptacles located on the premises shall be locked and secured to prevent unauthorized access.

The Company shall dispose of all liquid waste containing marijuana or by-products of marijuana processing in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26 through 53; 314 CMR 3.00: *Surface Water Discharge Permit Program*; 314 CMR 5.00: *Groundwater Discharge Program*; 314 CMR 12.00: *Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers*; the *Federal Clean Water Act*, 33 U.S.C. 1251 *et. seq.*, the *National Pollutant Discharge Elimination System Permit Regulations* at 40 CFR Part 122, 314 CMR 7.00: *Sewer System Extension and Connection Permit Program*), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: *Industrial Wastewater Holding Tanks and Containers*.

The Company shall redirect or dispose of all organic material, recyclable material and solid waste generated at its Marijuana Establishment as follows:

1. Organic material and recyclable material shall be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: *Waste Bans*.
2. To the greatest extent feasible:

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- a. Any recyclable material as defined in 310 CMR 16.02: *Definitions* shall be recycled in a manner approved by the Commission; and
 - b. Any marijuana containing organic material as defined in 310 CMR 16.02: *Definitions* shall be ground up and mixed with other organic material as defined in 310 CMR 16.02 such that the resulting mixture renders any marijuana unusable for its original purpose. If necessary, and as applicable, once such marijuana has been rendered unusable, the organic material shall be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: *Site Assignment Regulations for Solid Waste Facilities*.
3. Solid waste containing marijuana generated at the Marijuana Establishment shall be ground up and mixed with other solid waste at the Marijuana Establishment such that the resulting mixture renders any marijuana unusable for its original purpose. If necessary, and as applicable, once such marijuana has been rendered unusable, the resulting solid waste may be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate Massachusetts state agency.

No fewer than two (2) registered Marijuana Establishment Agents must witness and document how the solid waste or organic material containing Marijuana is handled on site, including, but not limited to, the grinding up, mixing, storage and removal from the Marijuana Establishment in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Company shall create, and maintain, an electronic record (the “**Disposal Record**”) of the disposal, including, at a minimum the following information:

- The date of disposal;
- The type and quantity disposed or handled;
- The manner of disposal or other handling;
- The location of disposal or other handling; and
- The names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures.

The Company shall keep the Disposal Records for at least three years. This period shall automatically be extended for the duration of any disciplinary action and may be extended by an order of the Commission.

This policy may also be referred to by the Company as the “**Storage Policy**”.

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Transportation of Marijuana

Greenbridge Technologies LLC (the “**Company**”) shall implement sufficient safety and security measures during transportation to deter and prevent unauthorized access to the marijuana, unauthorized entrance into areas containing marijuana, and prevent the theft of marijuana. To the extent that the Company does not provide its own transportation services, it will transport marijuana and marijuana products via licensed third-party transporters or other licensed Marijuana Establishments, both of which shall be in good standing with the Commission. All marijuana in the process of transport shall be housed and stored in such a manner as to prevent diversion, theft, or loss and shall be accessible only to the minimum number of specifically authorized dispensary agents essential for efficient operation. The Company shall only transport marijuana and marijuana products between licensed Marijuana Establishments by registered marijuana establishment agents. The Company shall use best management practices to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.

The Company, as the originating and/or receiving Marijuana Establishment (as the case may be) shall ensure that all transported marijuana products are linked to the seed-to-sale tracking program approved by the Commission. Any marijuana product that is undeliverable or is refused by the receiving Marijuana Establishment shall be transported back to the originating establishment. For the purposes of tracking, seeds and clones shall be properly tracked and labeled in a form and manner determined by the Commission. Marijuana products shall be packaged in sealed, labeled, and child-resistant packaging prior to and during transportation.

Prior to leaving a Marijuana Establishment for the purpose of transporting marijuana products, the Company shall weigh, inventory, and account for, on video, all marijuana products to be transported. Within eight (8) hours after arrival at the receiving Marijuana Establishment, the receiving establishment must re-weigh, re-inventory, and account for, on video, all marijuana products transported. When videotaping the weighing, inventorying, and accounting of marijuana products before transportation or after receipt, the video must show each product being weighed, the weight, and the manifest. The Company shall ensure that all transportation times and routes are randomized and remain within the Commonwealth.

The Company shall staff all vehicles transporting marijuana products with a minimum of two (2) marijuana establishment agents and at least one (1) agent shall always remain with the vehicle at all times that the vehicle contains marijuana or marijuana products. In the case of an emergency stop during the transportation of marijuana products, a log shall be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle.

All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety shall be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edible marijuana products from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c). Vehicles shall also be equipped with a video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle. These cameras must remain operational at all times during the entire transportation process, and have the ability to produce (1) a clear color still photo,

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whether live or recorded; and (2) a date and time stamp embedded in all recordings which shall always be synchronized and set correctly and not significantly obstruct the picture.

Reporting Requirements:

1. The Company's employees or agents transporting marijuana shall document and report any unusual discrepancy in weight or inventory to the Commission and law enforcement authorities not more than twenty-four (24) hours of the discovery of such a discrepancy.
2. The Company's employees or agents transporting shall report to the Commission and law enforcement authorities any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, not more than twenty-four (24) hours of such accidents, diversions, losses, or other reportable incidents.

Vehicles:

1. A vehicle used for transporting marijuana products shall be:
 - a. Owned or leased by the Company;
 - b. Properly registered, inspected, and insured in the Commonwealth (documentation of such status shall be maintained as records of the Company, and shall be made available to the Commission upon request);
 - c. Equipped with an alarm system approved by the Commission;
 - d. Equipped with functioning heating and air conditioning systems appropriate for maintaining correct temperatures for storage of marijuana products; and
 - e. Equipped with a global positioning system (GPS) monitoring device that is:
 - a. Not a mobile device that is easily removable;
 - b. Attached to the vehicle at all times that the vehicle contains marijuana products;
 - c. Monitored by the Marijuana Establishment or Marijuana Transporter during transport of marijuana products; and
 - d. Inspected by the Commission prior to initial transportation of marijuana products, and after any alteration to the locked storage compartment.
2. Marijuana products shall not be visible from outside the vehicle.
3. Any vehicle used to transport or deliver marijuana or marijuana products shall comply with applicable Massachusetts Registry of Motor Vehicles requirements, but may not include any

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additional external markings that indicate that the vehicle is being used to transport or deliver marijuana products.

4. When transporting marijuana products, no other products shall be transported or stored in the same vehicle.
5. No firearms may be located within the vehicle or on a marijuana establishment agent.

Storage Requirements:

When transporting marijuana between marijuana establishments, the Company shall transport the marijuana in a secure locked storage compartment that is a part of the vehicle transporting the marijuana. Said storage compartment shall be sufficiently secure that it cannot be easily removed. All vehicles and transportation equipment used in the transportation of marijuana shall be equipped as necessary to provide adequate temperature control to prevent the marijuana, marijuana products, or edible marijuana products from becoming unsafe during transportation, consistent with applicable requirements of 21 CFR1.908(c). Marijuana shall not be visible from outside the vehicle.

If transporting marijuana or marijuana products for more than one establishment, the marijuana for each establishment shall be kept in a separate locked storage compartment and separate manifests shall be maintained.

Communication Requirements:

1. Each marijuana establishment agent transporting marijuana products shall always have access to a secure form of communication with Company personnel at the originating location at all times that the vehicle contains marijuana and marijuana products.
2. Secure types of communication include, but are not limited to:
 - a. Two-way digital or analog radio (UHF or VHF);
 - b. Cellular phone; or
 - c. Satellite phone.
3. When choosing a type of secure communications, the following shall be taken into consideration:
 - a. Cellular signal coverage;
 - b. Transportation area;
 - c. Base capabilities;

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- d. Antenna coverage; and
 - e. Frequency of transportation.
4. Prior to, and immediately after leaving the originating location, the marijuana establishment agents shall use the secure form of communication to contact the originating location to test communications and GPS operability.
 5. If communications or the GPS system fail while on route, the marijuana establishment agents transporting marijuana products must return to the originating location until the communication system or GPS system is operational.
 6. The marijuana establishment agents transporting marijuana products shall contact the originating location when stopping at and leaving any scheduled location, and regularly throughout the trip, at least every 30 minutes.
 7. The Company shall have a marijuana establishment agent assigned to monitoring the GPS unit and secure form of communication, who must log all official communications with marijuana establishment agents transporting marijuana products.

Manifests:

1. A manifest shall be filled out in triplicate, with the original manifest remaining with the originating Marijuana Establishment, a second copy provided to the receiving Marijuana Establishment on arrival, and a copy to be kept with the licensed marijuana establishment agent during transportation and returned to the Company on completion of the transportation.
2. Prior to transport, the manifest shall be securely transmitted to the receiving Marijuana Establishment by facsimile or email.
3. On arrival at the receiving Marijuana Establishment, a marijuana establishment agent at the receiving Marijuana Establishment shall compare the manifest produced by the agents who transported the marijuana products to the copy transmitted by facsimile or email. This manifest must, at a minimum, include;
 - a. The originating Marijuana Establishment name, address, and registration number;
 - b. The names and registration numbers of the agents who transported the marijuana products;
 - c. The name and registration number of the marijuana establishment agent who prepared the manifest;
 - d. The receiving Marijuana Establishment name, address, and registration number;
 - e. A description of the marijuana products being transported, including the weight and form or type of product;

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- f. The mileage of the transporting vehicle at departure from originating Marijuana Establishment and mileage on arrival at receiving Marijuana Establishment, as well as mileage on return to originating Marijuana Establishment;
 - g. The date and time of departure from originating Marijuana Establishment and arrival at receiving Marijuana Establishment for each transportation;
 - h. A signature line for the marijuana establishment agent who receives the marijuana products;
 - i. The weight and inventory before departure and upon receipt;
 - j. The date and time that the transported products were re-weighed and re-inventoried;
 - k. The name of the marijuana establishment agent at the receiving Marijuana Establishment who re-weighed and re-inventoried products; and
 - l. The vehicle make, model, and license plate number.
4. The manifest shall be maintained within the vehicle during the entire transportation process, until the delivery is completed.
 5. A Marijuana Establishment shall retain all transportation manifests for no less than one year and make them available to the Commission on request.
 6. All transferred or received products must be received by, or transferred to, as the case may be, a Marijuana Establishment that is licensed in METRC.
 7. Multiple drivers may be listed on a manifest so long as they (1) include the names and badge/registration card number of all drivers; (2) include the travel route and (3) identify in the planned route section at what point they will change drivers, if applicable.
 8. Transfer's to affiliated entities shall be logged as "affiliated transfers" and any transfers to non-affiliated Marijuana Establishments shall be logged as "non-affiliated transfers".
 9. Whole wet plants cannot be transferred to another Marijuana Establishment.

Requirements for Agents.

1. Each employee or agent transporting marijuana products for the Company must be registered as a marijuana establishment agent and have a driver's license in good standing issued by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the marijuana establishment agent will operate for the Company, prior to transporting marijuana products.
2. Each employee or agent transporting marijuana products for the Company shall carry his or her agent registration card at all times when transporting marijuana products, and shall produce

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his or her agent registration card to the Commission or law enforcement authorities upon request.

3. Any vehicle transporting marijuana shall travel directly from the originating Marijuana Establishment to the receiving Marijuana Establishment. In the event of an emergency stop, a detailed log shall be maintained describing the reason for the event, the duration, the location, and any activities of the personnel exiting the vehicle.

Access to the Commission, Emergency Responders and Law Enforcement.

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

- a. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000: *Adult Use of Marijuana*;
- b. Representatives of other state agencies of the Commonwealth; and
- c. Emergency responders in the course of responding to an emergency.

This policy may also be referred to by the Company as the “**Transportation Policy**”.

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Inventory Procedures

Greenbridge Technologies LLC (the “**Company**”) shall utilize a Real-time Inventory or Seed-to-sale Electronic Tracking System (the “SOR”) that provides the electronic tracking of everything that happens to an individual marijuana plant, from seed and cultivation, through growth, harvest and manufacture of marijuana products, if any, including transportation, if any, and final sale of finished products. This system shall utilize a unique-plant identification and unique-batch identification. It will also track agents’ and licensees’ involvement with the marijuana product. Any secondary system used by the Company shall integrate with the SOR in a form and manner determined by the Commission.

The SOR system will be the METRC system provided by Franwell as required by the Commission per the Cannabis Control Commission’s Memorandum released by Executive Director Shawn Collins on January 17, 2018. The Company may also utilize a point-of-sale system in conjunction with METRC.

Through the METRC system, the Company will be able to maintain 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.

Utilizing the METRC system, the Company shall also (as applicable):

1. Establish inventory controls and procedures for conducting inventory reviews, and comprehensive inventories of marijuana products in the process of cultivation, and finished, stored marijuana;
2. Conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana;
3. Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory;
4. Promptly transcribe inventories if taken by use of an oral recording device;
5. Assign one owner as the Key Admin; and
6. Assign and record a unique, sequential alphanumeric identifier to each cultivation batch or production batch for the purposes of production tracking, product labeling and product recalls.

Pursuant to 935 CMR 500.105(8)(e), the Company shall attach plant tags to all marijuana clones, and plants and attach package tags to all finished marijuana and marijuana products, and track all marijuana seeds, clones, plants, and marijuana products, using a seed-to-sale methodology in a form and manner approved by the Commission, including, but not limited to, the following procedures:

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1. All plants must enter the METRC system through immature plant batches.
2. The Company shall enter all Clones into METRC as strain specific immature batches, not to exceed 100 clones per batch.
3. The Company shall tag each clone once they reach a height of eight (8) inches.
4. All clone packages shall be strain-specific, and the item name shall include the word “clones”.
5. All batches must have strain names.
6. The Company shall track the chain of custody for clones and seeds using strain-specific clone and seed packages and a transfer manifest in METRC.
7. The Company shall utilize the “create plantings” function in METRC for each strain-specific package or immature planting, whether generated from tagged plants or elsewhere.
8. The Company shall track all harvested seeds in packages containing no more than fifty (50) seeds.
9. Immature seeds shall be counted and entered in metric by strain, unless they are in the process of being planted. Seed packages may be stored as count-based for internal use. Seeds transferred to another Marijuana Retailer shall be placed in packages of 6 for sale.
10. Multiple packages of 6 seeds may be logged under one METRC tag, not to exceed 2099 per tag.
11. All seed package item names shall contain the name “seeds”.
12. The Company shall maintain a sufficient supply of tags at all times to reconcile inventory on a daily basis.
13. Cultivation Manager’s shall provide monthly reports projecting the need for tags to ensure that a sufficient stock of tags is always maintained.
14. The Company shall not allow multi-strain harvest batches.
15. The Company shall correctly enter plant weights. If an incorrect weight is entered, the Company shall, within forty-eight (48) hours, complete an incident report, document the plan of correction, which shall include the discontinuing of the batch if no packages or waste were created, and make the correction.
16. Flower packages shall be no more than ten (10) pounds of flower or trim,

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17. Flower packages shall have a strain name and be item specific with the correct category.
18. The same strain product shall not be packaged back into a bulk package after testing is complete. All packages must be harvest batch specific to accurately reflect testing results, comply with labeling requirements and enable possible recalls.
19. All waste shall be reported in METRC by entering the amount of waste under its tag number, by specific strain. Multiple waste entries are allowed, provided that they are reported individually by tag number and by the end of the business day.
20. The Company shall ensure that the end of day inventory matches the METRC reports. If a harvesting process is unable to be completed within one day, separate batches will be created.
21. Harvest batch names shall include the strain name and date of harvest in the harvest batch name.
22. All tags must be legible.
23. All transferred or received products must be received, or transferred to, as the case may be, a Marijuana Establishment that is licensed in METRC.
24. All sample products shall be adjusted in METRC as “Sample” packages and shall not be sold. All sample packages shall be item specific and tested prior to transfer.
25. Beginning retail inventory sales may be entered in bulk.
26. The Company shall work with METRC and its designated POS provider to ensure proper API function prior to opening.
27. Any sales that were uploaded twice, sold from the incorrect package ID or deleted pursuant to a receipt shall be voided or edited individually upon notification of the issue and reconciled in METRC by the end of the business day.

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. Pursuant to the Company’s *Security Policy*, which is incorporated herein by reference, should a discrepancy be identified during inventory checks, the Company’s agents shall document and report such discrepancy in weight or inventory to the Commission and law enforcement authorities not more than twenty-four (24) hours of the discovery of such discrepancy. Please also see the Company’s *Security Policy* for additional policies and procedures for securing all product following any instance of diversion, theft or loss of marijuana.

Pursuant to the Company’s *Dispensing Policy*, which is incorporated herein by reference, the Company shall not sell or otherwise market for adult use any marijuana product, including

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marijuana, that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*.

Please also see the Company's *Employee Qualifications and Training Policy*, which is incorporated herein by reference, for the Company's policies on employees that divert marijuana or marijuana product.

This policy may also be referred to by the Company as the "**Inventory Policy**".

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Quality Control and Testing for Contaminants

Testing of Marijuana

Greenbridge Technologies LLC (the “**Company**”) shall not sell or otherwise market for adult use any marijuana product, including marijuana, that has not first been tested by an Independent Testing Laboratory, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*.

In accordance with 935 CMR 500.130(4) and 935 CMR 500.120(6) the Company shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation (as applicable) for all marijuana and marijuana products sold, or otherwise transferred, to other Marijuana Establishments.

The Company shall engage an Independent Testing Laboratory to test its marijuana products in compliance with the protocol(s) established in accordance with M.G.L. 94G § 15 and in a form and manner determined by the Commission including, but not limited to, *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Co-located Marijuana Operations*. Testing of the Company’s environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

The Company shall test for the cannabinoid profile and for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Co-located Marijuana Operations*.

The Company shall notify the Commission within seventy-two (72) hours of receipt in writing, of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated production batch within seventy-two (72) hours, and the assessment of the source of contamination and shall contain any information regarding contamination as specified by the Commission, or immediately upon request by the Commission. The Company shall ensure that notification comes from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

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The Company shall maintain the results of all testing for no less than one year. Any marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with the Company's *Transportation Policy* and 935 CMR 500.105(13).

All excess marijuana shall be disposed of in compliance with the Company's *Waste Disposal Policy* and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

The seeds are not subject to these testing requirements. Clones are subject to these testing requirements, but are exempt from testing for metals.

Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

If the Company receives notice that the marijuana or marijuana products it has submitted for testing has failed any test for contaminants, it shall either: (1) re-analyze without remediation; (2) take steps remediate the identified contaminants; or (3) dispose of the marijuana or marijuana product and in any event, all actions shall comply with 935 CMR 500.160(13).

Handling of Marijuana

The Company shall handle and process marijuana and marijuana products in a safe and sanitary manner. The Company shall implement the following policies:

- (a) The Company shall process the leaves and flowers of the female marijuana plant only, which shall be:
 1. Well cured and generally free of seeds and stems;
 2. Free of dirt, sand, debris, and other foreign matter;
 3. Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;
 4. Prepared and handled on food-grade stainless steel tables with no contact with the Company's marijuana establishment agents' bare hands; and
 5. Packaged in a secure area.

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(b) The Company shall comply with the following sanitary requirements:

1. Any marijuana establishment agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
2. Any marijuana establishment agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
 - i. Maintaining adequate personal cleanliness; and
 - ii. 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. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall 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.

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- Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;
 11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
 12. Plumbing shall 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 shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
 13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
 14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
 15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
 16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety shall be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
- (c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*.

This policy may also be referred to by the Company as the “**Quality Control and Testing Policy**”.

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Dispensing Procedures

This policy is not applicable, Greenbridge Technologies LLC (the “**Company**”), is seeking licensure as a cultivation and production facility

This policy may also be referred to by the Company as the “**Retail Dispensing Policy**”.

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Personnel Policies Including Background Checks

Greenbridge Technologies LLC (the “**Company**”) shall implement the following Personnel Policies and Background Check policies:

- (1) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Security Policy*, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques;
- (2) The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (3) The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (4) It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free;
- (5) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Record Retention* and *Financial Record Maintenance and Retention* policies, which policies shall be incorporated herein by reference, specifically regarding the maintenance of confidential information and other records required to be maintained confidentially;
- (6) The Company shall immediately dismiss any Marijuana Establishment agent who has:
 - a. Diverted marijuana, which shall be reported to law enforcement authorities and to the Commission;
 - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - c. 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 Other Jurisdictions (as that term is defined in 935 CMR 500.002).
- (7) The Company shall make a list of all board members and Executives (as that term is defined in 935 CMR 500.002) of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company may make this list available on its website.
- (8) The Company shall develop 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), as set forth in its *Security Policy*.

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- (9) The Company shall apply for registration for all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers. All such individuals shall:
- a. be 21 years of age or older;
 - b. not have 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 (as that term is defined in 935 CMR 500.002); and
 - c. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.
- (10) An application for registration of a marijuana establishment agent shall include:
- a. the full name, date of birth, and address of the individual;
 - b. all aliases used previously or currently in use by the individual, including maiden name, if any;
 - c. a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
 - d. an attestation that the individual will not engage in the diversion of marijuana products;
 - e. written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
 - f. background information, including, as applicable:
 - 1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002), whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - 2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) relating to any professional or occupational or fraudulent practices;

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3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) with regard to any professional license or registration held by the applicant;
- (b) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
- (c) any other information required by the Commission.
- (11) An Executives (as that term is defined in 935 CMR 500.002) of the Company registered with the Department of Criminal Justice Information Systems (“DCJIS”) pursuant to 803 CMR 2.04: *iCORI Registration*, shall submit to the Commission a Criminal Offender Record Information (“CORI”) report and any other background check information required by the Commission for each individual for whom the Company seeks a marijuana establishment agent registration, obtained within 30 calendar days prior to submission.
- a. The CORI report obtained by the Company shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.
 - b. The Company’s collection, storage, dissemination and usage of any CORI report or background check information obtained for marijuana establishment agent registrations shall comply with 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.
- (12) The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent’s registration shall be immediately void when the agent is no longer associated with the Company.
- (13) The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.
- (14) After obtaining a registration card for a marijuana establishment agent, the Company shall notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) business days of any changes to the information that the Marijuana Establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

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- (15) The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.
- (16) Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.
- (17) The Company shall maintain, and keep up to date, an employee handbook that employees will be given copies of at the start of their employment and will be required to attest that they have read and received the same, covering a wide range of topics, including but not limited to: (1) Employee benefits; (2) Vacation and sick time; (3) Work schedules; (4) Confidentiality standards; (5) Criminal background check standards (6) Security and limited access areas; (7) Employee identification and facility access; (8) Personal safety and crime prevention techniques; (9) Alcohol, drug, and smoke-free workplace; and (10) Grounds for discipline and termination. Each Employee shall be required to review the handbook and attest to their understanding and receipt of the same. The Company will review its employee handbook periodically and communicate any changes to its employees.

Personnel Record Keeping

The Company shall maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each 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:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. Documentation of periodic performance evaluations;

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- f. A record of any disciplinary action taken; and
 - g. Notice of completed responsible vendor and eight (8) hour related duty training.
- 3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
 - 4. Personnel policies and procedures; and
 - 5. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, on request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two (2) years at the Company's expense, in a form and location acceptable to the Commission.

Staffing Plan

Executive Level:

- CEO;
- CFO; and
- COO.

Staff Level

- Up to ten (10) Staff Level Cultivation and Production Associates

Management Level:

- Sales Manager;
- Cultivation Manager;
- Production Manager; and
- Security Manager.

Consultant Level

- Attorney / Compliance Officer;
- Human Resources Provider; and
- Up to five (5) Security Officers.

This policy may also be referred to by the Company as the “**Personnel and Background Check Policy**”.

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Record Keeping Procedures

Greenbridge Technologies LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, in addition to the following:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale SOR electronic tracking system records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (d) Personnel records as described in the Company’s *Personnel and Background Check Policy*, which policy shall be incorporated herein by reference, and as follows:
 - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - b. 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:
 - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - ii. Documentation of verification of references;
 - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - iv. 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;
 - v. Documentation of periodic performance evaluations;
 - vi. A record of any disciplinary action taken; and
 - vii. Notice of completed responsible vendor training program and in-house training.

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- c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
 - d. Personnel policies and procedures, including at a minimum, the following: (a) code of ethics; (b) whistleblower policy; and (c) a policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and
 - e. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*;
- (e) Business records as described in the Company's *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of the following: (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, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any; and
- (f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any disciplinary action and may be extended by an order of the Commission.

All Confidential Information (as that term is defined in 935 CMR 500.002) shall be maintained confidentially including secured or protected storage (whether electronically or in hard copy), and accessible only to the minimum number of specifically authorized employees essential for efficient operation and retention of such records. In any event, the Company shall be authorized to disclose such confidential information as may be required by law.

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company's expense and in a form and location acceptable to the Commission. It shall be a policy of the company that any and all records subject to any disciplinary action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

This policy may also be referred to by the Company as the “**Record Retention Policy**”.

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Maintaining of Financial Records

Greenbridge Technologies LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any.

Furthermore, consistent with the Company’s *Dispensing Policy*, the Company shall implement the following policies for Recording Sales

- (a) The Company shall utilize a point-of-sale (“**POS**”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“**DOR**”).
- (b) The Company may also utilize a sales recording module approved by the DOR.
- (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. it shall immediately disclose the information to the Commission;
 - ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

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- iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) The Company shall comply with 830 CMR 62C.25.1: *Record Retention and DOR Directive 16-1* regarding recordkeeping requirements.
- (f) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000: *Adult Use of Marijuana*;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the “**Financial Record Maintenance and Retention Policy**”.

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Diversity Plan

Greenbridge Technologies LLC (the “**Company**”) understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the Company.

It is a policy of the Company to promote equity among people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. + in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. +, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

To this end, the Company will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts. Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

Goals:

- (1) The Company endeavors to provide job opportunities to people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. +. The Company shall seek parity in its work force based on the American Community Survey (ACS) 2010 U.S. Census. **Workforce availability statistics for the Total Civilian Labor Force in Massachusetts is as follows: Women 49.2% and Minorities 25.2%¹.**
- (2) It shall be a goal of the Company to ensure that **one hundred percent (100%)** of its employees receive **training on diversity and sensitivity.**

Programs:

To the extent reasonably practicable, the Company shall implement the following programs:

- In an effort to ensure it has the opportunity to interview, and hire a diverse staff, the Company will post **monthly notices** for **three (3) months** during the hiring process in newspapers of general circulation such as the Lowell Sun and post a notice at the municipal offices in the Town of Tyngsboro and the City of Lowell for **three (3) months** during the hiring process. The aforementioned notices will state that the Company is specifically looking for people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, or L.G.B.T.Q. +, to work for the Company.

¹ <https://www.mass.gov/files/2017-08/census-2010-workforce-availability.pdf>

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- As described above, it is a goal of the Company to seek parity in its workforce. Accordingly, the Company shall form a diversity and equity committee to monitor the Company's progress towards meeting those goals. This committee will meet quarterly to review and assess the Company's hires and hiring practices. Meeting Minutes will be provided to the Commission on request and for the Company's annual license renewal application.
- The Company shall require that one hundred percent (100%) of its employees receive education on diversity, implicit biases and sensitivity within the first ninety (90) days of employment and once annually thereafter. The Company's educational programs on diversity, implicit biases and sensitivity shall include, but not be limited to: (1) Harassment, Diversity & Sensitivity Training; (2) Sexual Harassment Prevention & Awareness Training; (3) Discrimination Free Workplace; (4) Violence in the Workplace; (5) Harassment in the Workplace (for Management); (6) Diversity and Sensitivity in the Workplace (for Management); (7) Unconscious Bias Training; (8) Ethics; and (9) Drug and Alcohol-Free Workplace.

To the extent reasonably practicable and as allowed by law, the Company shall implement the following measurements:

- a. Pursuant to 935 CMR 500.103(4)(a) the Company's diversity and equality committee shall prepare an annual report identifying the Company's efforts to encourage diversity in the work place, in compliance with 935 CMR 500.101(1)(c)(8)(k) and this *Diversity Policy*. Specifically, said report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information.

Additionally, this report will include the following metrics:

- i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;
- ii. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
- iii. Number of jobs created since initial licensure;
- iv. Number of job postings in publications with supporting documentation; and
- v. Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance.

The Company affirmatively states that: (1) it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (2)

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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 and (3) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

This policy may also be referred to by the Company as the “**Diversity Plan**”.

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Employee Qualifications and Training

Greenbridge Technologies LLC (the “**Company**”) shall ensure that all marijuana establishment agents complete minimum training requirements prior to performing job functions.

Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission.

Company Training Policies shall be as follows:

1. At a minimum, Company employees shall receive a total of eight (8) hours of training annually, which shall include a minimum of four (4) hours of Responsible Vendor Training (“**RVT**”) program courses established pursuant to 935 CMR 500.105(2)(b). Basic, on-the-job training, provided by the Company in the ordinary course of business, may be counted toward the eight (8) hour total training requirement.
2. Administrative employees that do not handle or sell marijuana are exempt from the four (4) hour RVT training requirement, but may take a RVT program as part of fulfilling the eight (8) hour training requirement.
3. Training shall be tailored to the roles and responsibilities of the job function of each employee.
4. RVT training may be conducted by the Company or by a third-party vendor
5. All agents that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor training program, which shall include the Basic Core Curriculum (as that term is defined in 935 CMR 500.000 *et. seq.*).
6. Once the Company is designated as a “responsible vendor” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete the Basic Core Curriculum training program within ninety (90) days of hire.
7. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
8. Administrative employees who do not handle or sell marijuana may take the responsible vendor training program on a voluntary basis.
9. The Company shall maintain records of compliance with all training requirements for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

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The Company shall ensure that the Basic Core Curriculum program offered to its employees includes the following:

- (a) Marijuana's effect on the human body, including:
 - a. Scientifically based evidence on the physical and mental health effects based on the type of marijuana product;
 - b. The amount of time to feel impairment;
 - c. Visible signs of impairment; and
 - d. Recognizing the signs of impairment.
- (b) Diversion prevention and prevention of sales to minors, including best practices;
- (c) Compliance with all tracking requirements; and
- (d) Acceptable forms of identification. Training shall include:
 - a. How to check identification;
 - b. Spotting and confiscating fraudulent identification;
 - c. Patient registration cards currently and validly issued by the Commission;
 - d. Common mistakes made in verification; and
 - e. Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G.
- (e) Other key state laws and rules affecting owners, managers, and employees, which shall include:
 - a. Conduct of marijuana establishment agents;
 - b. Permitting inspections by state and local licensing and enforcement authorities;
 - c. Local and state licensing and enforcement;
 - d. Incident and notification requirements;
 - e. Administrative, civil, and criminal liability;
 - f. Health and safety standards, including waste disposal

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- g. Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
- h. Permitted hours of sale;
- i. Licensee responsibilities for activities occurring within licensed premises;
- j. Maintenance of records, including confidentiality and privacy; and
- k. Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers shall:

- (a) be 21 years of age or older;
- (b) not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- (c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

This policy may also be referred to by the Company as the “**Employee Qualification and Training Policy**”.

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Energy Compliance Plan

Greenbridge Technologies LLC (the “**Company**”) shall meet all applicable environmental laws, regulations, permits and other applicable approvals, including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: *Air Pollution Control*. The Company 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) or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs (the “EOEEA”) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, including but not limited to:

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

The Company shall provide energy and water usage reporting to the Commission in a form determined by the Commission, including but not limited to, guidance documents for Best Management Practices for Water Use approved by the Commission on April 4, 2019. The Company shall submit, in connection with its license renewal application, a report of its cultivation energy and water usage over the twelve (12) month period prior to renewing its licensure. If minimum standards or best management practices are not established by the time of an application for initial licensure, the Company will satisfy such standards or best management practices as a condition of license renewal, in addition to any terms and conditions of any environmental permit regulating the licensed activity.

Additionally, the Company shall, at a minimum, be subject to the following energy efficiency and equipment standards:

- (a) The building envelope for the Facility shall meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C402 or The American 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*, except that because this facility will be built using an existing building, the Company may demonstrate

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compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as may be further defined by guidance issued by the Commission.

- (b) If the Company is unable to generate 80% of its total annual on-site energy use for all fuels (expressed on a MWh basis) from onsite or renewable generating sources, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, then it shall ensure that its Horticulture Lighting Power Density does not exceed 35 watts per square foot.
- (c) The Company shall provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which shall certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization as well as certification from a licensed Massachusetts Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 501.120(12)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility (as applicable).
- (d) If the Company is unable to generate 80% of its the total annual on-site energy use for all fuels (expressed on a MWh basis) from an onsite clean or renewable generating source, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, the Heating Ventilation and Air Condition (HVAC) and dehumidification systems shall 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 (780 CMR: *State Building Code*).
- (e) Employees and visitors shall be required to wear eye protection near operating horticultural lighting equipment.
- (f) Prior to final licensure, the Company shall demonstrate compliance with 935 CMR 500.120(11) and 935 CMR 500.105(15) by submitting an energy compliance letter prepared by a licensed Massachusetts Professional Engineer, Registered Architect or a Certified Energy Auditor or Manager (as certified by the Association of Energy Engineers) with supporting documentation, together with submission of building plans pursuant to 935 CMR 500.103.

This policy may also be referred to by the Company as the “**Energy Compliance Policy**”.