



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283117
Original Issued Date: 02/22/2021
Issued Date: 02/22/2021
Expiration Date: 02/22/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Greenfield Greenery LLC

Phone Number: 617-742-6640 Email Address: shannon@greenfieldgreenery.com

Business Address 1: 120 Fulton Street

Business Address 2:

Business City: Boston

Business State: MA

Business Zip Code: 02109

Mailing Address 1: 120 Fulton Street

Mailing Address 2:

Mailing City: Boston

Mailing State: MA

Mailing Zip Code: 02109

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50

Percentage Of Control: 50

Role: Owner / Partner

Other Role:

First Name: Shannon

Last Name: O'Brien

Suffix:

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

Person with Direct or Indirect Authority 2

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

Person with Direct or Indirect Authority 3

| | | |
|---|--|---------|
| Percentage Of Ownership: | Percentage Of Control: | |
| Role: Other (specify) | Other Role: No Role in Company/ Shares Bank account with Husband Randy Facey | |
| First Name: Angie | Last Name: Facey | 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: Shannon | Last Name: O'Brien | Suffix: |
| Describe the nature of the relationship this person has with the Marijuana Establishment: Member and manager | | |

Close Associates or Member 2

| | | |
|--|------------------|---------|
| First Name: Randy | Last Name: Facey | Suffix: |
| Describe the nature of the relationship this person has with the Marijuana Establishment: Member and manager | | |

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

| | | |
|-----------------------------------|------------------------|--|
| First Name: Shannon | Last Name: O'Brien | Suffix: |
| Types of Capital: Monetary/Equity | Other Type of Capital: | Total Value of the Capital Provided: \$50000 Percentage of Initial Capital: 50 |
| Capital Attestation: Yes | | |

Individual Contributing Capital 2

| | | |
|-----------------------------------|------------------------|--|
| First Name: Randy | Last Name: Facey | Suffix: |
| Types of Capital: Monetary/Equity | Other Type of Capital: | Total Value of the Capital Provided: \$50000 Percentage of Initial Capital: 50 |
| Capital Attestation: Yes | | |

Individual Contributing Capital 3

| | | |
|-----------------------------------|------------------------|---|
| First Name: Angie | Last Name: Facey | Suffix: |
| Types of Capital: Monetary/Equity | Other Type of Capital: | Total Value of the Capital Provided: \$1 Percentage of Initial Capital: 1 |
| Capital Attestation: Yes | | |

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 493 Leyden Road

Establishment Address 2:

Establishment City: Greenfield

Establishment Zip Code: 01302

Approximate square footage of the Establishment: 100000

How many abutters does this property have?: 1

Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: No

Cultivation Tier:

Cultivation Environment:

FEE QUESTIONS

Cultivation Tier: Tier 11: 90,001 to 100,000 sq. ft Cultivation Environment: Outdoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|--|--|------|--------------------------|-------------|
| Community Outreach Meeting Documentation | Greenfield Permitting and Community Meeting.pdf | pdf | 5f8dc132d691d0398fcf7a8e | 10/19/2020 |
| Community Outreach Meeting Documentation | Attachment A GG Paper Notice .pdf | pdf | 5fbc05bbdf85ec07dfb8bc4b | 11/23/2020 |
| Community Outreach Meeting Documentation | Attachment A GG Online Public Notice .pdf | pdf | 5fbc05d86e60eb07f57f4ef9 | 11/23/2020 |
| Community Outreach Meeting Documentation | Attachment B GG Filing - City Clerk.pdf | pdf | 5fbc066fedc7d60856d9a06d | 11/23/2020 |
| Community Outreach Meeting Documentation | Attachment C GG Abutters Postal Tracking EJ550462137US.pdf | pdf | 5fbc0b123bf49c082a429048 | 11/23/2020 |
| Community Outreach Meeting Documentation | ATTACHMENT C GG Abutters Notification Letter.pdf | pdf | 5fbc5f08b1c2a07fac733062 | 11/23/2020 |
| Certification of Host Community Agreement | Signed Host Agreement Cert Grnflid Greenery.pdf | pdf | 5fbda985dd0ccd077448cbd8 | 11/24/2020 |
| Community Outreach Meeting Documentation | GG Community Outreach Attest Form RFI2.pdf | pdf | 5fc67f3fc3fca007695a7f55 | 12/01/2020 |
| Plan to Remain Compliant with Local Zoning | GG Local Plan RFI2.pdf | pdf | 5fc67f63c3fca007695a7f5b | 12/01/2020 |
| Community Outreach Meeting Documentation | GG Community Outreach Meeting Video.pdf | pdf | 5fc681f04a175107ac951b95 | 12/01/2020 |

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 | GG Positive Impact Amended.pdf | pdf | 5fbe9660d8789e0780e3f6e3 | 11/25/2020 |
| Other | Food Bank support letter for Greenfield Greenery, LLC 11.22.20.pdf | pdf | 5fbe966dfda12507955826d8 | 11/25/2020 |

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:
First Name: Shannon Last Name: O'Brien Suffix:
RMD Association: Not associated with an RMD
Background Question: yes

Individual Background Information 2

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

Individual Background Information 3

Role: Other (specify) Other Role: No Role or ownership; included her as she is listed on a joint bank acct.
First Name: Angie Last Name: Facey Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|--|---|------|--------------------------|-------------|
| Secretary of Commonwealth - Certificate of Good Standing | 2. Greenfield Greenery LLC - MA Certificate of Good Standing.PDF | pdf | 5f88ded5289aef393bc4f1a7 | 10/15/2020 |
| Articles of Organization | Greenfield Greenery LLC Operating Agreement Fully Executed13OCT2020.pdf | pdf | 5f89e542a0fb0939041fc59e | 10/16/2020 |
| Bylaws | Greenfield Greenery LLC Operating Agreement Fully Executed13OCT2020.pdf | pdf | 5f8eee0fcdad0b38f56c1263 | 10/20/2020 |
| Articles of Organization | GG Certificate of Organization.pdf | pdf | 5fbb30574a2789086108fd6a | 11/22/2020 |
| Department of Revenue - Certificate of Good standing | GG DOR CGS 2020-11-23.pdf | pdf | 5fbda9da4a175107ac950e07 | 11/24/2020 |

| | | | | |
|---|----------------------------|-----|--------------------------|------------|
| Secretary of Commonwealth - Certificate of Good Standing | GG DUEA CGS 2020-11-23.pdf | pdf | 5fbdaa0363caf5075a67be30 | 11/24/2020 |
|---|----------------------------|-----|--------------------------|------------|

No documents uploaded

Massachusetts Business Identification Number: 001462779

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|------------------------------|---|------|--------------------------|-------------|
| Plan for Liability Insurance | 6. Greenfield Greenery Hilb Insurance Letter.pdf | pdf | 5f88e1062e6b2a39ace11bf8 | 10/15/2020 |
| Proposed Timeline | GG Timeline 2020-21.pdf | pdf | 5f89d1c7575a8a3925742fda | 10/16/2020 |
| Business Plan | DRAFT Greenery Business PlanCompressed16OCT2020.pdf | pdf | 5f8efadfd4b816396368ca66 | 10/20/2020 |

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|--|--|------|---------------------------|-------------|
| Separating recreational from medical operations, if applicable | 2. GG Separating recreational from medical operations.pdf | pdf | 5f8f160e289aef393bc4fde5 | 10/20/2020 |
| Transportation of marijuana | 7. GG transportation of marijuana.pdf | pdf | 5f8f1d7b2cbdc9391a80b980 | 10/20/2020 |
| Policies and Procedures for cultivating. | 1. GG Policies and procedures for cultivating v. RFI.pdf | pdf | 5fbb522dedc7d60856d99dcf | 11/23/2020 |
| Restricting Access to age 21 and older | 3. GG Restricting Access to age 21 and older v. RFI.pdf | pdf | 5fbb52374a2789086108fd7e | 11/23/2020 |
| Security plan | 4. GG Security Plan v.RFI.pdf | pdf | 5fbb524ebd0d8e081433f7cf | 11/23/2020 |
| Prevention of diversion | 5. GG Prevention of Diversion v. RFI.pdf | pdf | 5fbb52c53bf49c082a428d82 | 11/23/2020 |
| Storage of marijuana | 6. GG Storage of marijuana v RFI.pdf | pdf | 5fbb53f608242707d4a7a5f0 | 11/23/2020 |
| Transportation of marijuana | 7. GG transportation of marijuanav. RFI.pdf | pdf | 5fbb551b75aac308359af890 | 11/23/2020 |
| Inventory procedures | 8. GG inventory procedures v. RFI.pdf | pdf | 5fbb5695df85ec07dfb8b9d9 | 11/23/2020 |
| Quality control and testing | 9. GG quality control and testing v. RFI.pdf | pdf | 5fbb56af57d9d707ee4daf6e | 11/23/2020 |
| Personnel policies including background checks | 11. GG Personnel policies including background checks v. RFI.pdf | pdf | 5fbb57478cc05c081b1b9c96 | 11/23/2020 |
| Record Keeping procedures | 12. GG Record Keeping procedures v. RFI.pdf | pdf | 5fbb579adfcf9f07cd9477b2 | 11/23/2020 |
| Maintaining of financial records | 13. GG Maintaining of financial records v. RFI.pdf | pdf | 5fbb57fdddf85ec07dfb8b9dd | 11/23/2020 |
| Qualifications and training | 15. GG Qualifications and training v. RFI.pdf | pdf | 5fbb58726e60eb07f57f4c88 | 11/23/2020 |

| | | | | |
|--|---|-----|--------------------------|------------|
| Security plan | 4. GG Security Plan v.RFI.pdf | pdf | 5fbc561650eb5d01a41494fb | 11/23/2020 |
| Storage of marijuana | 6. GG Storage of Marijuana v. RFI.pdf | pdf | 5fbc56971c16867fd4084239 | 11/23/2020 |
| Energy Compliance Plan | 16. GG Energy Compliance v. RFI.pdf | pdf | 5fbc57f450eb5d01a4149501 | 11/23/2020 |
| Restricting Access to age 21 and older | 3. GG Restricting Access to age 21 and older v. RFI.pdf | pdf | 5fbc58b550eb5d01a4149505 | 11/23/2020 |
| Diversity plan | 14. GG Diversity Plan RFI2.pdf | pdf | 5fc67fb5925f52079a1f1bf4 | 12/01/2020 |

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: 4:00 AM | Monday To: 11:00 PM |
| Tuesday From: 4:00 AM | Tuesday To: 11:00 PM |
| Wednesday From: 4:00 AM | Wednesday To: 11:00 PM |
| Thursday From: 4:00 AM | Thursday To: 11:00 PM |
| Friday From: 4:00 AM | Friday To: 11:00 PM |
| Saturday From: 4:00 AM | Saturday To: 11:00 PM |
| Sunday From: 4:00 AM | Sunday To: 11:00 PM |

From: [Eric Twarog](#)
To: [Paven, Andrew](#)
Cc: [Dani Letourneau](#); [Roxann Wedegartner](#)
Subject: Re: HCA attached
Date: Wednesday, October 14, 2020 12:38:39 PM

Good Afternoon Andrew:

Yes, once that community meeting has taken place, and your application is complete at the CCC, you can then begin the City of Greenfield's permitting and zoning process.

Eric

On Wed, Oct 14, 2020 at 11:01 AM Paven, Andrew <APaven@oneillandassoc.com> wrote:

Eric, et al.,

Thank you! We look forward to soon receiving a signed HCA.

This email is to confirm that Greenfields, LLC will hold a community meeting as required by MA CMR 500 and will advertise and notify the public as is required, which meeting will be held remotely consistent with CCC Administrative Order No. 2 issued April 27, 2020 in response to Governor Baker's Declaration of a State of Emergency to Respond to COVID-19, Executive Order No. 591.

Once that community meeting has taken place, and our application is complete at the CCC, can we then begin the City of Greenfield's permitting and zoning process?

Sincerely,

Andrew Paven

for Greenfields, LLC

From: Eric Twarog <eric.twarog@greenfield-ma.gov>
Sent: Wednesday, October 14, 2020 8:21 AM
To: Paven, Andrew <APaven@oneillandassoc.com>
Cc: Dani Letourneau <dani.letourneau@greenfield-ma.gov>; Roxann Wedegartner <roxann.wedegartner@greenfield-ma.gov>
Subject: Re: HCA attached

Greenfield Greenery

Tuesday, November 3, 2020

LEGAL NOTICES

LEGAL HEADER P/2019 106

Legals

LEGAL NOTICE TOWN OF ATHOL BOARD OF PLANNING AND COMMUNITY DEVELOPMENT

In accordance with MGL Chapter 40A, Section 329 and Section 12B of the Athol Zoning Bylaw and the Athol Town Charter, the Board of Planning and Community Development will hold a virtual public hearing on **Tuesday, November 10, 2020 @ 7:50 pm**.

Meeting participation instructions will be listed on the meeting agenda posted on the Town of Athol's website at least 48 hours prior to this meeting. The agenda will be posted here: <http://www.mytowngovernment.org/01331>

The purpose of the public hearing is to review and hear comment on a Licensed Marijuana Establishment Special Permit application for Uma Cultivation LLC.

The proposed development includes the creation of a Marijuana Cultivation and Processing Establishment per the Licensed Marijuana Establishment provisions of Section 329 and the construction of up to 50,000 square-feet of buildings for marijuana

Legals

The Franklin County Regional Housing and Redevelopment Authority (FHRA) has awarded eight Section 8 Project-Based Vouchers to Rural Development Inc. in response to the Request for Proposal released August 31, 2020. For questions, please contact Katelyn Reardon at 413-863-9781 ext. 139.

November 2, 3

84618

Legals

Notice is hereby given that an online, virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday, November 18 at 7:00pm (EST) at: Join Zoom Meeting, <https://us02web.zoom.us/j/87271772440>

Legals

Notice is hereby given that an online, virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, November 19 at 7:00pm (EST) at: Join Zoom Meeting, <https://us02web.zoom.us/j/87271772440>

Meeting ID: 872 7177 2440, or call in by dialing 929-205-6099 and using 89480260684# as the conference call code. The proposed Marijuana Cultivation business, Greenfield Greenery, LLC, is anticipated to be located at 493 Leyden Road, Greenfield, MA. There will be an opportunity for the public to ask questions.

November 3

84697

Legals

Notice is hereby given that an online, virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, November 19 at 7:00pm (EST) at: Join Zoom Meeting, <https://us02web.zoom.us/j/87271772440>

Meeting ID: 872 7177 2440, or call in by dialing 929-205-6099 and using 89480260684# as the conference call code. The proposed Marijuana Cultivation business, Greenfield Greenery, LLC, is anticipated to be located at 493 Leyden Road, Greenfield, MA. There will be an opportunity for the public to ask questions.

November 3

84697

Public Notices

PUBLIC NOTICE SEARCH

[Back to Results](#)

Notice is hereby given that an online, virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, November 19 at 7:00pm (EST) at: Join Zoom Meeting, <https://us02web.zoom.us/j/87271772440> Meeting ID: 872 7177 2440, or call in by dialing 929-205-6099 and using 89480260684# as the conference call code. The proposed Marijuana Cultivation business, Greenfield Greenery, LLC, is anticipated to be located at 493 Leyden Road, Greenfield, MA. There will be an opportunity for the public to ask questions. November 3 84697

Public Notices

PUBLIC NOTICE SEARCH

pm to discuss certain zoning changes. The hearing will take place virtually via Zoom. All ... **click 'view' to open the full text.**

VIEW

Recorder, The

Tuesday, November 03, 2020

PUBLIC HEARING NOTICE Planning Board Whately, Massachusetts Notice is hereby given that the Planning Board of Whately will hold a public hearing on Tuesday, November 10 at 6:00pm. The hearing will take place virtually via Zoom. All those wishing to attend the hearing may do so via computer or tel ... **click 'view' to open the full text.**

VIEW

Recorder, The

Tuesday, November 03, 2020

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE By virtue and in execution of the Power of Sale contained in a certain mortgage given by Janine Viencek a/k/a Jeanine Viencek, Patrick Viencek to Washington Mutual Bank, FA, dated October 20, 2006 and recorded in the Franklin County Registry of Deeds in B ... **click 'view' to open the full text.**

VIEW

Recorder, The

Tuesday, November 03, 2020

The Franklin County Regional Housing and Redevelopment Authority (HRA) has awarded eight Section 8 Project-Based Vouchers to Rural Development Inc. in response to the Request for Proposal released August 31, 2020. For questions, please contact Katelyn Reardon at 413-863-9781 ext. 139. November 2, 3 ... **click 'view' to open the full text.**

VIEW

Recorder, The

Tuesday, November 03, 2020

Notice is hereby given that an online, virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, November 19 at 7:00pm (EST) at: Join Zoom Meeting, <https://us02web.zoom.us/j/87271772440> Meeting ID: 872 7177 2440, or call in by dialing 929-205-6099 and use ... **click 'view' to open the full text.**

VIEW

Recorder, The

Tuesday, November 03, 2020

**Greenfield Greenery, LLC
120 Fulton St
Boston, MA 02109**

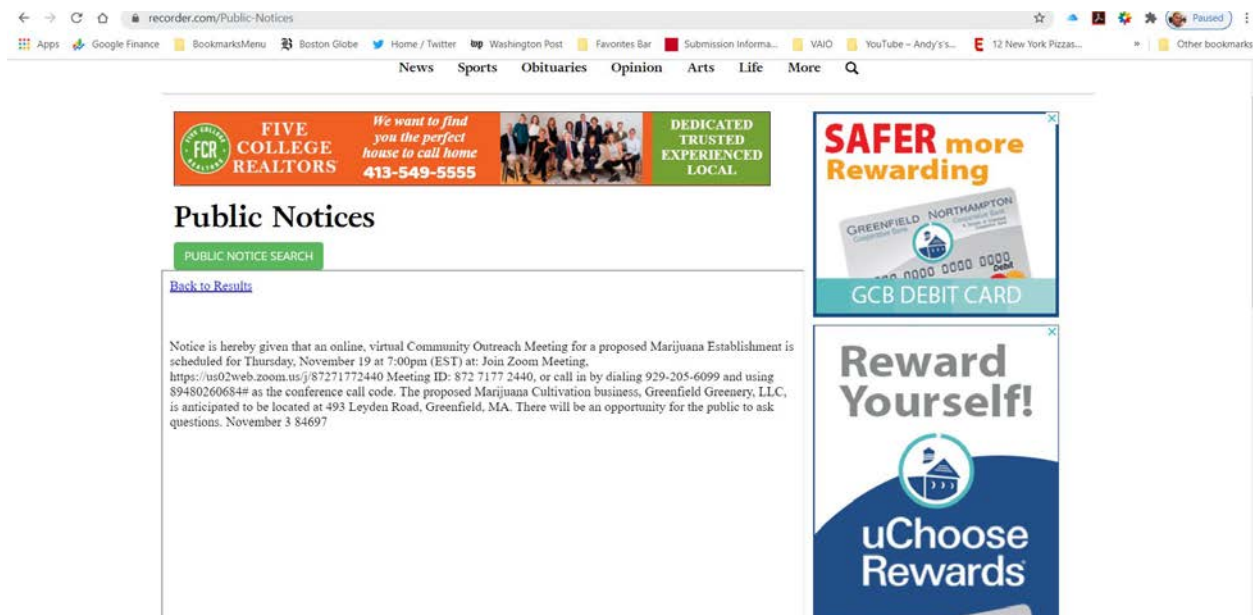
November 5, 2020

City Clerk's Office
14 Court Square
Greenfield, MA 01301

To whom it may concern:

Please accept this document as notice that we have placed a public notice in the *Greenfield Recorder* regarding a Community Outreach Meeting for a planned Marijuana Cultivation business that would be located at 493 Leyden Road in Greenfield, MA.

An image of the notice as filed is below, and can be found at <https://www.recorder.com/Public-Notices>



Please call or write with any questions, or if any further information is needed.

Thank you.

Yours sincerely,

Andrew Paven,
on behalf of Greenfield Greenery LLC



November 22, 2020

Dear Shannon OBrien:

The following is in response to your request for proof of delivery on your item with the tracking number:
EJ55 0462 137U S.

Item Details

| | |
|-------------------------------|---|
| Status: | Delivered |
| Status Date / Time: | November 13, 2020, 11:00 am |
| Location: | BERNARDSTON, MA 01337 |
| Postal Product: | Priority Mail Express 1-Day® |
| Extra Services: | PO to Addressee Up to \$100 insurance included |
| Actual Recipient Name: | WAIVED |

Note: Actual Recipient Name may vary if the intended recipient is not available at the time of delivery.

Shipment Details

| | |
|----------------|-------|
| Weight: | 2.0oz |
|----------------|-------|

Recipient Signature

The recipient's signature is not available because the waiver of signature that you authorized was exercised at the time of delivery.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

ATTACHMENT C

Greenfield

Notification to Abutters of Public Meeting

November 11, 2020

To:

Warren Facey

160 North County Road

Leyden, MA 01337

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment, named Greenfield Greenery, 120 Fulton Street, Boston MA has scheduled a public community meeting to be hosted on Thursday November 19, 2020 via a Zoom Meeting,

<https://us02web.zoom.us/j/87271772440> Meeting ID: 872 7177 2440,

Or one may call in by dialing 929-205-6099 and using 89480260684# as the conference call code.

The meeting will start at 7:00 PM EST

The proposed Cannabis Cultivation Business is anticipated to be located at 493 Leyden Road, Greenfield MA. There will be an opportunity for the public to ask questions.

If you have any additional questions, you can contact Shannon O'Brien at shannonpobrien@yahoo.com

Sincerely,

Shannon P. O'Brien

617-699-2310

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:

Greenfield Greenery, LLC

2. Name of applicant's authorized representative:

Shannon O'Brien

3. Signature of applicant's authorized representative:

Shannon P. O'Brien

4. Name of municipality:

Greenfield

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

Kristen W. Wiles Mayor



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): 11/19/2020
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: 11/3/20
- b. Name of publication: The Greenfield Recorder

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: 11/5/20

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: 11/11/2020

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:

Greenfield Greenery LLC

Name of applicant's authorized representative:

Shannon O'Brien

Signature of applicant's authorized representative:

Shannon P. O'Brien



Greenfield Greenery

Plan To Remain Compliant with Local Codes, Bylaws, and Ordinances

935 CMR 500.101, 105, 120

A description of plans to ensure that the Marijuana Establishment is or will be compliant with local codes, ordinances, and bylaws for the physical address of the Marijuana Establishment, which shall include, but not be limited to, the identification of all local licensing requirements for the adult use of Marijuana.

Greenfield Greenery LLC shall comply with 935 CMR 500.101, 500.105, 500.120, and all other applicable state and local laws regulating the cultivation of marijuana for adult use.

We have engaged with Bucky Sparkle, PE, MBA, M.ASCE to assist in the approval process and to ensure strict compliance with all local zoning bylaws, as well as the relevant state laws, regulations, and requirements.

Greenfield Greenery will work with Mark A Snow, Greenfield Building Inspector/Zoning Enforcement and any additional inspectors to comply with all special permit requirements for our outdoor marijuana cultivation, Tier 11 license, at 493 Leyden Road, Greenfield, MA 01302. We are in the process of preparing applications for all necessary required building permits for outdoor cultivation.

§ 550-17 Expiration of permit.

Special permits shall expire within two years of approval, if a substantial use thereof or if construction has not commenced. An extension may be granted by the Board for time period required to pursue or await the determination of an appeal under MGL c. 40A, § 17, or for other good cause.

We plan to remain compliant, as we have retained a zoning lawyer who works exclusively in Western Massachusetts and specializes in Greenfield. We plan to meet and update on a quarterly basis, the appropriate town officials, including:

- The Mayor, Roxann Wedegartner
- The Director of Planning and Development and Head of the Local Zoning Board of Appeals, Eric Twarog, and
- The Building Inspector, Mark A. Snow.

GREENFIELD GREENERY LLC

MCN283117

Host Community Information (Community Outreach Documentation)

NOTICE: ADDITIONAL INFORMATION REQUIRED

Note: Per the Administrative Order Allowing Virtual Web-Based Community Outreach Meetings dated April 27, 2020, the applicant must submit to the Commission a recording of the meeting as an attachment to their license application. Please upload a recording of the meeting into the Host Community Information section of the application. Additional information may be required, please review the link above. If you are unable to do upload the required information into the application due to file size, please email the recording to licensing@cccmass.com referencing this RFI to the attention of Anne DiMare.

Please see the link to the video for the Greenfield Greenery Community Outreach Meeting.

https://www.dropbox.com/s/49uolygledy23b3/Greenfield%20Outreach%20zoom_video_19Nov2020.mp4?dl=0

GREENFIELD GREENERY LLC
POSITIVE IMPACT PLAN
SUMMARY

GREENFIELD GREENERY LLC ("GG") plans to positively impact two groups of disproportionately harmed people including 1) past or present residents of the geographic "areas of disproportionate impact," specifically including the areas of Amherst, MA, and Greenfield, MA, and 2) Commission-designated Social Equity Program participants. Randy Facey, our Co-Manager, is a current resident of Greenfield, MA.

GOALS

1. Reducing barriers to entry in the commercial adult-use cannabis industry by providing educational sessions twice a year for a minimum of 4 hours per session to benefit commission-approved disproportionately harmed people from the above two identified groups. Business topics discussed in the 4 hour sessions will include but not be limited to planning, finance, operations, farming and licensing in the cannabis industry.
2. To provide mentor sessions, advisory sessions or training sessions, one on one, a minimum of four times per year to benefit two people from the above two groups of commission-approved disproportionately harmed people. Our sessions will either encompass types of businesses from which our team holds expertise or specifically the cannabis industry and the topics covered will be business planning, finance, and operations.
3. Reducing barriers to entry in the commercial adult-use cannabis industry for disproportionately harmed people from the above identified groups by focusing our recruiting processes on hiring 20% of employees from the two commission-approved groups identified above.
4. Reducing barriers to entry in the commercial adult-use cannabis industry for disproportionately harmed people from the above identified groups by offering on the job training for our entry level positions with a priority of hiring 20% of employees from the two commission-approved groups identified above.
5. Positively impact the above mentioned areas of disproportionate impact by encouraging a minimum of 30% of our employees to volunteer a minimum of 16 hours each year.

PROGRAMS

1. We will be creating jobs and maintain a hiring policy to progress our goals of recruiting employees from the two above referenced groups of disproportionately harmed people.
 - a. We will recruit twice a year with additional supplementary recruiting added on as necessary.
 - b. We will advertise job openings in the Greenfield Recorder, MassHire and work with the Franklin Hampshire Career Center all to specifically recruit for past and present residents of Greenfield, MA, and Amherst, MA and Social Equity Program participants.
2. We will be hosting educational events focused on positively impacting those from the two groups above mentioned who are disproportionately harmed individuals
 - a. We will host 2 educational sessions per year on cannabis industry topics in a space that allows room for up to 25 attendees and if more room is necessary we will direct additional attendees to our next event if we are unable to accommodate them the first one.
 - b. Our educational topics will be on cannabis business planning, finance, operations, cultivation, regulations and licensing.
 - c. We will find attendees to these 2 events by working with Chris Donelan the Franklin County Sheriff, Partners for Community, deep and wide personal networks of management and employees of our company and through our website.
3. We will be providing mentoring to share knowledge, information, and skills about the cannabis industry to disproportionately harmed people focusing on past or present residents of the geographic "areas of disproportionate impact," and Commission-designated Social Equity Program participants. These will be one on one, shadowing a professional on the team, a minimum of four times per year to benefit two people.
 - a. We will find 2 mentorees by working with Greenfield's Mayor's office, Chris Donelan the Franklin County Sheriff, deep and wide personal networks of management and employees of our company and through our website.
 - b. Mentorees will first have to qualify by being from one of the two mentioned groups above. They will then fill out a survey on their professional and business goals and we will ask for a resume and references. We will then meet with applicants for an interview.

4. Provide volunteers from our company to The Food Bank of Western Massachusetts to positively impact Greenfield, MA, and/or Amherst, MA which are identified as “areas of disproportionate impact,”
 - a. We will set aside a minimum of 2 working days per year for any employees to volunteer for company sanctioned event. Please see the attached letter.

MEASUREMENTS

We will track and disclose qualitative and quantitative measurements for our Positive Impact Plan and the progress will be documented one year from provisional licensure and each year thereafter. We will review our ongoing programs internally on a quarterly basis to make sure we are in track to meet our goals. We will focus on benefits for the two groups of disproportionately harmed people including 1) past or present residents of the geographic “areas of disproportionate impact,” specifically including the areas of Amherst, MA, and Greenfield, MA, and 2) Commission-designated Social Equity Program participants.

1. Track the number and types of jobs created in the adult-use cannabis industry in the above groups;
 - a. We will track the number of and types of jobs created in the adult-use cannabis industry in geographic areas of disproportionate impact. We will also conduct and document qualitative interviews in order to assess our program and seek for ways to improve the program. Progress will be documented one year from provisional licensure and each year thereafter.
2. Track the number of employees hired from the two groups above against the total number of individuals hired to ensure 20% of employees to be past or present residents of Greenfield, MA, or Amherst, MA or Social Equity Program participants. Progress will be documented one year from provisional licensure and each year thereafter.
 - a. We will track the number of employees, their employment status (full-time, part-time or seasonal) along with their demographic information in order to measure our progress. We will also conduct and document qualitative interviews in order to assess our program and seek for ways to improve the program.
3. Track the number and subject matter of trainings offered and performed, and to whom along with their demographic information:
 - a. We will provide a minimum of two training sessions per year.
 - b. We will conduct and document qualitative interviews on topic matter, instructors and attendees of the training sessions in order to assess our program and to document how the programs benefit disproportionately harmed people mentioned above and seek ways to improve the program so we can maximize our help.
 - c. Progress will be documented one year from provisional licensure and each year thereafter.
4. Track the number of individuals accepting knowledge, information, mentoring, professional or technical services coming from the two groups identified above;
 - a. We will track the number of individuals, number of sessions, and type of mentoring, along with their contact and demographic information.
 - b. We will conduct and document qualitative interviews on topic matter, mentors and attendees of these sessions in order to assess our program and to document how the programs benefit disproportionately harmed people mentioned above and seek ways to improve the program so we can maximize our help.
 - c. We will provide mentoring to a minimum of 2 individuals per year.
 - d. Progress will be documented one year from provisional licensure and each year thereafter.
5. Track the number of employee hours spent volunteering on causes meant to positively impact disproportionately harmed individuals from the two groups above;
 - a. We will track the number of employee hours in donated time and the type of volunteering as well as the group from above benefiting from the volunteering. We will conduct and document qualitative interviews from our volunteers in order to assess our program and seek for ways to improve the program. We will encourage employee participation in the volunteer program by encouraging participation by giving employees paid time off from work to participate in pre-approved sessions. We want a minimum of 20% of employees to volunteer for a minimum of 16 hours or more per year.
 - b. Progress will be documented one year from provisional licensure and each year thereafter.
6. Track the number of experts, non-profits, charities, community or educational institutions that we collaborate or partner with on volunteering or on providing relevant programming geared toward our identified disproportionately impacted groups;

- a. We will partner with at least one of the above described or similar type of groups this year.
- b. Progress will be documented one year from provisional licensure and each year thereafter.

GG 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; and

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.

Reference:

[GUIDANCE ON REQUIRED POSITIVE IMPACT PLANS AND DIVERSITY PLANS \(REVISED 2/25/19\)](#)

*We chose goals on the basis of prioritizing the preferred activities identified by Social Equity Program participants and described in CCC guidance.



Executive Director
Andrew Morehouse

Executive Committee
Erica Flores, Esq., President
Skoler, Abbott & Presser, P.C.

William Dávila, Ed.D., MSW, LICSW, 1st
Vice President
The Children's Study Home

Julia Sorensen, MBA, MSW, 2nd Vice
President
Cooley Dickinson Health Care

William Grinnell, Treasurer
Webber & Grinnell Insurance

Willette Johnson, Clerk
Retired educator

Board Members
Ann Barker
Quonquot Farm

Charlotte Boney, M.D.
Baystate Health

Clem DeLiso, Jr.
Pioneer Cold Logistics

Sarah Eisinger
Harold Grinspoon Foundation

Jose Escribano
Brightwood Elementary School

William Harju
USA Hauling & Recycling

David Lusteg
Merrill Lynch

Anne McKenzie, Ed.D.
Hadley Public Schools

George Newman
Big Y World Class Market

Michael Papaleo
C&S Wholesale Grocers

Alan Peterfreund
SageFox Consulting Group

David Pinsky
Tighe & Bond (retired)

Bishop Bruce Shaw
New Hope Pentecostal Church

Vasilios Turloukis
Radiology & Imaging, Inc.

Shannon Yaremchak
Corporation for Public Management

Beth Young
Stop & Shop Supermarket

November 22, 2020

Randy Facey
Manager, Greenfield Greenery, LLC
Greenfield MA 01301

Dear Mr. Facey,

We appreciate your interest in supporting our mission to feed our neighbors in need and lead the community to end hunger in western Massachusetts through an unrestricted corporate donation of \$2,500 from Greenfield Greenery, LLC. We will gladly accept this initial donation, annual donations, and Greenfield Greenery employee volunteering at The Food Bank.

I understand this letter will be included in Greenfield Greenery, LLC's application for licensure of its cannabis cultivation facility in Greenfield.

Sincerely,

Andrew Morehouse
Executive Director





William Francis Galvin
Secretary of the
Commonwealth

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

October 5, 2020

TO WHOM IT MAY CONCERN:

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

GREENFIELD GREENERY LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 1, 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: **RANDY L. FACEY, SHANNON P. O'BRIEN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **RANDY L. FACEY, SHANNON P. O'BRIEN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **RANDY L. FACEY, SHANNON P. O'BRIEN**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

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

Secretary of the Commonwealth



OPERATING AGREEMENT
GREENFIELD GREENERY, LLC
DATED
AS OF OCTOBER 13, 2020

OPERATING AGREEMENT
OF
GREENFIELD GREENERY LLC

This Operating Agreement of Greenfield Greenery LLC (the “Company”) is made as of October 13, 2020, by and between Randy L. Facey (“RLF”) and Shannon P. O’Brien (“SPO”); RLF and SPO are sometimes together are referred to as the “Members”.

W I T N E S S E T H:

WHEREAS, RLF and SPO desire to conduct Business through a limited liability company organized in Massachusetts; and

WHEREAS, RLF and SPO caused the filing on October 1, 2020, of a Certificate of Organization of the Company with the Secretary of State of the Commonwealth of Massachusetts in accordance with the Act;

WHEREAS, the Members wish to set out fully their rights, obligations and duties with respect to the business, operations and assets of the Company and to adopt the agreement described herein; and

WHEREAS, capitalized terms used in this Agreement shall have the meanings defined below.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

ARTICLE I
DEFINITIONS

The following terms shall have the following meanings:

“**Act**” means the Massachusetts Limited Liability Company Act, as amended from time to time.

“**Additional Contributions**” means, with respect to any Member, the aggregate amount of additional Capital Contributions made by such Member pursuant to Section 4.3.

“**Affiliate**” means with respect to any Member, (i) any Family Member of such Member, (ii) any trust for the benefit of such Member and/or one or more Family Members of such Member, (iii) any corporation, partnership, limited liability company or other entity directly or indirectly controlling, controlled by or under common control with such Member and/or one or more Family Members of such Member, or (iv) any officer, director or trustee of any entity described in (iii) above. For purposes hereof, the terms “control,” “controlling” or “controlled by” mean the direct or indirect ownership of more than 50% of the voting or beneficial interest in such entity.

“Agreement” means this Limited Liability Company Agreement as originally executed and as amended, modified, supplemented or restated from time to time, as the context requires.

“Applicable Law” is defined in Section 6.3.

“Borrowing Member” is defined in Section 6.3.

“Capital Account” shall mean the capital accounts that the Company shall determine and maintain for each Member in accordance with Section 4.6.

“Capital Contribution” with respect to each Member, shall mean any contribution (including any Additional Contribution) made by such Member to the capital of the Company that such Member is obligated or permitted to make pursuant to the provisions hereof.

“Capital Transaction” means (i) any transaction not in the ordinary course of the Company’s business (other than the receipt of Capital Contributions), including, but not limited to, sales of the Company’s Property, damage recoveries, receipt of insurance or condemnation proceeds or other similar transactions and (ii) receipt of any financing or refinancing proceeds.

“Certificate” means the Certificate of Organization of the Company as filed with the Secretary of State of the Commonwealth of Massachusetts in accordance with the Act on October 1, 2020 as amended, modified, supplemented or restated from time to time, as the context requires.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” means Greenfield Greenery LLC.

“Dissolution Event” is defined in Section 8.1.

“Interest” means for any Member, such Member’s entire interest in the Company (including, but not limited to, such Member’s Percentage Interest).

“Majority Consent” means the written consent of the Members holding a majority of the Percentage Interests of the Company.

“Manager” means the Persons hereafter designated as the “managers” of the Company pursuant to the terms hereof.

“Member” or **“Members”** means, individually or collectively, Park, Harrison and any other Person hereafter admitted as a member of the Company in accordance with the provisions hereof.

“Net Cash Flow” means the gross receipts and other miscellaneous revenue derived by the Company from operations, Capital Transactions or otherwise less all cash operating expenses of the Company including, without limitation, (i) debt service on any Company loans, (ii) taxes, lease payments, management, consulting and other fees incurred in connection with the operation

of the Company, and (iii) the establishment of, or increase in, any reserves by the Manager from time to time for working capital and other purposes.

“Net Profits” and **“Net Losses”** means, for each fiscal year of the Company, an amount equal to the Company’s taxable income or loss for such fiscal year, determined in accordance with Section 703(a) of the Code (provided that for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss, and that such taxable income or loss shall also include any tax-exempt income of the Company and any expenditures of the Company that can neither be capitalized nor deducted). If the Company’s taxable income or loss for such fiscal year, as adjusted in the manner provided above, is a positive amount, such amount shall be the Company’s Net Profits for such fiscal year; and if a negative amount, such amount shall be the Company’s Net Losses for such fiscal year.

“Percentage Interest” is defined in Section 4.2.

“Person” means any individual, estate, corporation, trust, joint venture, partnership or limited liability company of every kind and nature, and any other individual or entity in its own or any representative capacity.

“Property” means all real, personal and mixed properties, cash, assets, interests, intangibles, intellectual property, contractual rights and rights of any type, whether tangible or intangible, owned by the Company. All assets acquired with Company funds or in exchange for Property shall be Property.

“Proprietary Information” is defined in Section 5.11.

“Tax Distribution” is defined in Section 6.2(b).

“Tax Loan” is defined in Section 6.3.

“Treasury Regulations” means the income tax regulations, including temporary regulations and corresponding provisions of succeeding regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Unrecovered Additional Contributions” means, with respect to any Member, the aggregate amount of Additional Contributions made by such Member over the aggregate amount of distributions received by such Member pursuant to Section 6.2(a)(ii).

“Unrecovered Capital Contributions” means, with respect to any Member, the aggregate amount of Capital Contributions theretofore made by such Member to the Company reduced by the aggregate amount of distributions theretofore received by such Member pursuant to Section 6.2(a)(ii) and (iii).

ARTICLE II ORGANIZATION AND TERM

Section 2.1 Formation. (a) Pursuant to the provisions of the Act, the formation of the Company was effective upon the filing of the Certificate on October 1, 2020. The Certificate shall be amended whenever, and within the time periods, required by the Act, or otherwise when approved by the Manager.

(b) The Members hereby agree that the name of the Company is and shall be Greenfield Greenery LLC and that the Company conducts its current business within the purpose and scope set forth herein.

(c) In order to maintain the Company as a limited liability company under the laws of the Commonwealth of Massachusetts and to qualify the Company to do business in any state in which the Company determines to be appropriate or necessary, the Company shall from time to time take appropriate action, including the preparation and filing of such amendments to the Certificate and such other assumed name certificates, documents, instruments and publications as may be required by law or as the Managers shall determine, including, without limitation, action to reflect:

(i) the qualification to do business in any state in which the Company owns property or conducts business, as the Managers shall determine;

(ii) a change in the Company name;

(iii) a correction of defectively or erroneously executed Certificate;

(iv) a correction of false or erroneous statements in the Certificate or the desire of the Manager to make a change in any statement therein in order that it shall accurately represent the agreement among the Members; or

(v) a change in the time for dissolution of the Company.

Section 2.2 Further Documentation. Each Member hereby agrees to execute and deliver to the Company such other and further documents and instruments, statements of interest and holdings, designations, powers of attorney and other instruments and to take such other action (or refrain from taking any action) as the Managers reasonably deem necessary, useful or appropriate to comply with any laws, rules or regulations as may be necessary to enable the Company to fulfill its responsibilities under this Agreement, to preserve the Company as a limited liability company under the Act and to enable the Company to be taxed as a partnership for federal, state and local income tax purposes.

Section 2.3 Term. The term of the Company commenced upon the filing of the Certificate and shall continue until the happening of an event described in Section 9.1 hereof. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate in the manner required by the Act.

Section 2.4 Registered Agent and Office. The registered agent for the service of process and the registered office shall be that Person and location reflected in the Certificate. In the event such registered agent ceases to act as such for any reason or the address for the registered agent changes, the Manager shall promptly designate a replacement for such registered agent or file a notice of change of address, as the case may be.

Section 2.5 Principal Place of Business. The Company's principal place of business shall be located at 120 Fulton Street, Boston MA 02109. At any time, the Managers may cause the Company to change the location of its principal place of business and may establish additional offices.

Section 2.6 Members. The name and mailing address of each Member shall be listed on Exhibit A attached hereto. The Persons set forth on Exhibit A are hereby admitted as the Members of the Company. The Managers shall update Exhibit A from time to time as necessary to accurately reflect the information therein as known by the Managers. Any reference in this Agreement to Exhibit A shall be deemed to be a reference to Exhibit A as amended and in effect from time to time.

Section 2.7 Title to Company Property. All Property of the Company shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any direct ownership interest in the Property. Each Member, to the extent permitted by applicable law, hereby waives its rights to a partition of the Property and, to that end, agrees that it will not seek or be entitled to a partition of any assets, whether by way of physical partition, judicial sale or otherwise, except as otherwise expressly provided in Article IX.

ARTICLE III PURPOSE AND POWERS OF THE COMPANY

Section 3.1 Purpose of the Company. The purpose of the Company shall be to engage in the business of farming and related agricultural activities in and around Greenfield, Massachusetts, and otherwise to engage in any lawful act or activities for which limited liability companies may be organized under the Act.

Section 3.2 Powers of the Company. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power and authority to take in its name all actions necessary, useful or appropriate to accomplish its purpose and take all actions necessary, useful or appropriate in connection therewith or incidental thereto.

Section 3.3 Tax Status of Company. The Members intend for the Company to be treated as a partnership for federal, state and local tax purposes. The Members hereby agree that (i) they will not cause or permit the Company to be excluded from the provisions of Subchapter K of the Code under Code Section 761 or otherwise; and (ii) they will not, nor cause or permit the Company to, file the election under Treasury Regulations Section 301.7701-3 (or successor provision) that would result in the Company being classified as a corporation for federal, state or local income tax purposes. In the event that the Company shall hereafter be treated as a "disregarded entity" for federal income tax purposes, then the Company shall cease filing tax

returns as a partnership for federal income tax purposes and, to the extent permitted under applicable state and local tax purposes, for state and local tax purposes as well.

ARTICLE IV

MEMBER'S CAPITAL CONTRIBUTIONS AND INTERESTS

Section 4.1 Capital Contributions. Upon the execution of this Agreement, each Member shall contribute the amount set forth opposite such Member's name on Exhibit B attached hereto.

Section 4.2 Percentage Interests. (a) A Member's Interest in the Company shall be the ownership interest of the Member in the Company from time to time, including such Member's Percentage Interest and any and all other benefits to which the holder of such Interest may be entitled as provided in this Agreement and under applicable laws, together with all obligations of such Member to comply with the terms and provisions of this Agreement.

(b) Each Member shall have a percentage interest (a "**Percentage Interest**") in the Company equal to the percentage set forth opposite such Member's name on Exhibit B attached hereto. Upon the admission of Additional Members, each Member's Interest shall be determined by the Manager consistent with the terms of this Agreement and Exhibit B shall be revised accordingly to reflect the adjustment to the Interests.

Section 4.3 Additional Contributions. (a) Except as expressly required pursuant to this Agreement, no Member shall be required to contribute capital to the Company for any purpose including, without limitation, to restore a deficit in the Member's Capital Account existing at any time.

(b) The Members may, but shall not be obligated to, make additional Capital Contributions ("**Additional Contributions**") if the Members by Majority Consent determine that such Additional Contributions are necessary or appropriate for the conduct of the Company's business. In such event, each Member shall have the opportunity, but not the obligation, to participate in such Additional Contributions on a pro rata basis in proportion to the Percentage Interest in the Company owned by such member. Each Member shall receive a credit to its Capital Account in the amount of any Additional Contributions and the Percentage Interests of the Members shall be accordingly adjusted.

Section 4.4 Withdrawals and Interest. No Member shall have the right to withdraw from the Company or receive any return or interest on any portion of such Member's Capital Contributions or Capital Account, except as otherwise provided herein.

Section 4.5 Return of Capital. No Member shall be entitled to the return of all or any part of such Member's Capital Contributions or Capital Account, except in accordance with the provisions of this Agreement.

Section 4.6 Capital Accounts. The Company shall establish and maintain "Capital Accounts" for each Member throughout the full term of the Company in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv), as such regulation may be amended from time to time.

Section 4.7 Liability of Members. No Member will be bound by, or be personally liable for, any expense, debt, liability or obligation of the Company or of any other Member (whether under a judgment, decree or order of a court or in any other manner), unless and only to the extent such Member expressly agrees in writing to be so bound or personally liable. Additionally, no Member shall be required to lend any funds to the Company or to make any amounts available to the Company (whether in the form of contributions, assessments, payments or otherwise), except to the extent expressly provided herein.

ARTICLE V MANAGEMENT OF THE COMPANY

Section 5.1 Management. The Members hereby designate Shannon P. O'Brien and Randy L. Facey as the managers of the Company. Subject to Section 5.2 below, the management of the business and affairs of the Company shall be conducted by the Managers. The Members may adopt rules and regulations for the conduct of meetings of the Members and the management of business and affairs of the Company which are not inconsistent with this Agreement and the Act. Only the Managers shall have the authority to bind the Company. Either Manager may resign as Manager at any time.

Section 5.2 Certain Powers of Members. Majority Consent shall be required in order for the Managers to take the following actions on behalf of the Company:

- (a) to enter into any material license pursuant to which a third party shall acquire rights to the Company's technology;
- (b) to cause or permit the Company to enter into any business outside of the Company, as contemplated by Section 3.1;
- (c) to borrow money from banks, other lending institutions, a Member, or otherwise (including any financing or refinancing), or enter into any agreement or amendment thereto with respect to the foregoing having an aggregate contract value of \$25,000 or more;
- (d) except as provided in Section 11.2, to amend or restate this Agreement or to amend or restate the Certificate;
- (e) to redeem or repurchase any Interests or recapitalize the Interests;
- (f) to make any capital expenditures in an amount of \$10,000 or more or incur any commitments for capital expenditures in an amount of \$10,000 or more;
- (g) to voluntarily dissolve or terminate the Company or to file in the name, or on behalf, of the Company any petition for relief in bankruptcy under any federal bankruptcy laws or debtor relief laws or any other debtor relief laws of any jurisdiction;
- (h) enter into joint ventures or partnerships or acquire an interest in another entity;

- (i) adjust, settle or compromise any claim, obligation, debt, demand, suit or judgment against or on behalf of the Company;
- (j) replace a Manager who has resigned;
- (k) employ personnel and staff for the Company with annual salaries in excess of \$50,000;
- (l) merge or consolidate the Company with or into any another entity in which the Company is not the surviving entity, whether as part of a single transaction or series of transactions undertaken pursuant to a plan;
- (m) to sell, transfer, encumber or otherwise dispose of all or substantially all of the Property of the Company, or enter into any agreement or amendment thereto with respect to the foregoing;
- (n) to cause the Company to issue any membership or other beneficial interest in the Company.

Section 5.3 Management Fees. No Member shall be paid a fee for serving as a Manager.

Section 5.4 Bank Accounts and Withdrawals. The Managers may from time to time open bank accounts in the name of the Company. The Managers (or their designees) are hereby authorized to withdraw or expend up to Five Thousand Dollars (\$5,000) Dollars in a single instance or Ten Thousand (\$10,000) Dollars in the aggregate over any one (1) month period of funds by check or otherwise from either a client escrow account for the purpose of remitting funds to those Persons duly entitled to such funds or from any other Company account or source for business purposes only. Any withdrawal or expenditure in excess Five Thousand Dollars (\$5,000) Dollars in a single instance or Ten Thousand (\$10,000) Dollars in the aggregate over any one (1) month period shall require Super Majority Consent (which approval shall not be unreasonably withheld or delayed).

Section 5.5 Indemnity. No Member (including the Managers) shall be liable, responsible or accountable in damages or otherwise to the Company or any of its Members for any action taken, or not taken, within the scope of authority conferred on such Member, either as a Member or as a Manager, by virtue of this Agreement or the Act, unless a court of competent jurisdiction finally determines that such Member's act, or omissions, constitute fraud, criminal action or bad faith. The Company shall indemnify and hold harmless the Manager and each of the other Members and their respective agents, members, partners, and employees from and against any loss or damage incurred by any of them (including reasonable attorney's fees and costs) by reason of any acts performed or omitted by any of them for or on behalf of the Company unless they committed such acts in bad faith or such acts were the results of active and deliberate dishonesty and were material to the cause of action so adjudicated and any such Manager, Member or such other Person shall have personally gained in fact a financial profit or other advantage to which he, she or it was not legally entitled.

Section 5.6 Reliance on Authority of Manager. Any Person dealing with the Company, other than a Member, may rely on the authority of a Manager without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement.

Section 5.7 Business Activities. Each Member shall devote to the Company's business such time as is necessary for the proper performance of the obligations set forth herein. Except as otherwise provided herein or in any other agreement relating to the Company, each Member may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities or to the income or proceeds derived therefrom. Members 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 5.8 Officers. The Company and the Manager, on behalf of the Company, may employ and retain persons as may be necessary or appropriate for the conduct of the Company's business, including employees and agents who may be designated as officers with titles, including, but not limited to, "chairman," "chief executive officer," "president," "vice president," "treasurer," "secretary," "director," and "chief financial officer," as and to the extent authorized by the Manager and with such powers as authorized by the Manager, provided such powers are consistent with the provisions of this Agreement.

Section 5.9 Non-Disclosure. As the result of his or her relationship with the Company or its Affiliates, each Member acknowledges that he or she may have or will have access to and become familiar with various trade secrets of the Company, including, but not limited to, technical know-how, processes, inventions, compilations of information, records, sales procedures, licensing agreements, methods of doing business and other confidential information that are owned by the Company or its Affiliates or used or will be used in the operation of the Company's business (the foregoing being collectively referred to as "**Proprietary Information**"). Each Member acknowledges that all items of such Proprietary Information are valuable, special and unique assets of the Company or its Affiliates, the disclosure of which may cause substantial injury and loss of profits and goodwill to the Company or its Affiliates. Each Member therefore agrees that he or she will not directly or indirectly (except as required by law or as required pursuant to some other relationship with the Company or its Affiliates) use, disclose or disseminate any such Proprietary Information without the prior written consent of the Manager. All obligations of confidence, pursuant to and in accordance with the provisions of this Section 5.11, will be terminated with respect to any particular portion of Proprietary Information which (i) was in the possession of a Member prior to disclosure thereof to the Member, (ii) is, or through no fault of a Member becomes, published or otherwise available to others or the public under circumstances such that the public may utilize such Proprietary Information without any direct or indirect obligation to the Company, (iii) is, or at any time may be, acquired by a Member from any third party rightfully possessed of the Proprietary Information and having no direct or indirect obligation to the Company with respect to same, or (iv) is communicated in response to a valid order by a court or other governmental body in a manner which makes such communication a matter of public record. The provisions of this Section 5.11 shall be binding upon each Member, her agents and representatives, and each

Member shall take all steps necessary or appropriate to assure that her agents and representatives comply herewith.

Section 5.10 Resignation. A Member may not resign from the Company prior to the dissolution and winding up of the Company, except upon the assignment of his or her Interest including any redemption, repurchase or other acquisition by the Company or the other Member, as the case may be, in accordance with the provisions of this Agreement or upon a forfeiture of said Interest. A resigning Member shall not be entitled to receive any distribution and shall not otherwise be entitled to receive the fair value of her Interest except as otherwise expressly provided for in this Agreement.

ARTICLE VI ALLOCATIONS AND DISTRIBUTIONS

Section 6.1 Allocations of Net Profits and Net Losses.

(a) Net Profit. The Net Profit of the Company for each fiscal year of the Company shall be allocated among the Members as follows:

(i) First, to the Members in an amount equal to, and in proportion to, the aggregate amount of Net Loss theretofore allocated to each Member; and

(ii) Thereafter, to the Members in proportion to their respective Percentage Interests. Any credit available for income tax purposes shall be allocated among the Members in accordance with Treasury Regulation Section 1.704-1(b)(4)(ii).

(b) Net Loss. The Net Loss of the Company for each fiscal year of the Company shall be allocated among the Members as follows:

(i) First, to those Members, if any, that have positive balances in their Capital Accounts, an amount of such Net Loss equal to the aggregate amount of such positive balances, which amount shall be allocated in the same proportion as such positive balances until all such Capital Accounts are equal to zero; and

(ii) Thereafter, to the Members in proportion to their Percentage Interests.

(c) Special Rules Regarding Allocations. Notwithstanding Section 6.1(a):

(i) In accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, any income, gain, loss and deduction with respect to any “contributed property” shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property and its agreed value at the time of its contribution to the Company in the manner determined by the Manager and which is permitted under Section 704(c) of the Code and the Treasury Regulations thereunder. In the event that Capital Accounts are ever adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2) to reflect the fair market value of the Property, subsequent allocations of income, gain, loss and deduction with respect to said Property shall, solely for tax purposes, take account of any

variation between the adjusted basis of such asset and its value as adjusted, in the manner determined by the Manager and which is permitted under Section 704(c) of the Code and the Treasury Regulations thereunder.

(ii) The Company shall make allocations of any income, gain, deduction, loss and credit in such a manner so as to satisfy the requirements of Treasury Regulations Sections 1.704-1(b) and 1.704-2, and the provisions of said regulations are incorporated herein by reference. All “nonrecourse deductions” (as defined in Treasury Regulations Section 1.704-2(b)(1)) of the Company for any fiscal year shall be allocated to the Members in accordance with their respective Percentage Interests.

(d) Intent of Allocations. The Members intend that the allocation provisions hereunder (as computed for book purposes) shall produce final Capital Account balances of the Members that would permit liquidating distributions, if such distributions were made in accordance with final positive Capital Account balances (instead of being made as provided in Section 6.2) to be made in accordance with Section 6.2. To the extent that the allocation provisions hereunder would fail to produce such final positive Capital Account balances, (i) such provisions shall be amended by the Company if and to the extent necessary to produce such result and (ii) taxable income and taxable loss of the Company for the current and future years (or if necessary, items of gross income and deduction of the Company for such years), in each case as computed for book purposes, shall be reallocated among the Members as necessary to produce such result, and to the extent that it is not possible to achieve such result with such allocations, allocations of items of income (including gross income) and deduction for prior open years (in each case, as computed for book purposes) shall be reallocated among the Members as necessary to produce such result. This Section 6.1(d) shall control notwithstanding any reallocation or adjustment of taxable income, taxable loss, or items thereof by the Internal Revenue Service or any other taxing authority.

(e) Rules of Construction. An allocation to a Member of Net Profits or Net Loss shall be treated as an allocation to such Member of each item of income, gain, loss and deduction that has been taken into account in computing such Net Profits or Net Loss.

Section 6.2 Distributions. (a) The Managers shall distribute Net Cash Flow to the Members at such times as the Managers shall determine in the following order of priority:

(i) First, to the Members, in proportion to their respective Unrecovered Additional Contributions, until the Unrecovered Additional Contributions of all of the Members have been reduced to zero; and

(ii) Thereafter, to the Members in proportion to their respective Percentage Interests.

(b) Notwithstanding anything in this Agreement to the contrary, to the extent the Company has not previously made distributions to its Members equal to the Tax Distribution (as defined below), the Manager shall distribute out of Net Cash Flow to each Member, within ninety (90) days following the end of the Company’s taxable year, an amount in cash equal to (a “**Tax Distribution**”), when combined with all other distributions to such Member in the current

and all preceding taxable years, the product of (x) the percentage equal to the highest combined federal, state and local marginal income tax rate to which any Member (or any other Person which, directly or indirectly, owns an interest in any Member and which is required to pay tax on any portion of any Member's distributive share of Company net taxable income for such taxable year) is subject for such taxable year (and, for this purpose, taking into account all deductions for income taxes that such Member or other Person would be entitled to claim for such taxable year in respect of Company net taxable income), and (y) the excess, if any, of (i) the aggregate net taxable income allocated to such Member in the current and all preceding taxable years, over (ii) the aggregate net taxable loss allocated to such Member in all preceding taxable years. A distribution to any Member pursuant to this Section 6.2(b) shall reduce in the same order of priority and on a dollar for dollar basis until fully recovered any distribution to which a Member is otherwise entitled under Section 6.2(a) above.

Section 6.3 Withholding. The Company is hereby authorized to, and shall, comply with any and all withholding obligations to which it is subject. In the event the Company is required to deduct and withhold, pursuant to the Code or any other federal, state or local law, rule or regulation which is currently in effect or which may be promulgated hereafter ("**Applicable Law**"), any amount from an actual distribution to a Member, the amount so deducted and withheld from such distribution shall, for all purposes of this Agreement, be treated as a distribution to such Member of the same type as the distribution giving rise to the obligation. In the event Applicable Law requires the Company to pay or withhold any amount on behalf of a Member (including any federal, state or local taxes) measured by a Member's distributive share of the Company's Net Profit, gain or any other Company item, other than any amount required to be deducted and withheld from actual distributions to a Member, then the payment or withholding of any such amount shall be considered a loan ("**Tax Loan**") by the Company to such Member (the "**Borrowing Member**"). The Borrowing Member shall repay any such Tax Loan within thirty (30) days after the other Members deliver a written demand therefor, together with interest at an annual rate equal to two percent (2%) per annum in excess of the rate announced from time to time in the Wall Street Journal as the "prime rate" from the date such loan was made until the date of the repayment thereof. In addition to any other rights of the Company to enforce its entitlement to receive payment of the Tax Loan, plus any accrued interest thereon, the Company may deduct from any distribution to be made to a Borrowing Member an amount not greater than the outstanding balance of any Tax Loan, plus any accrued interest thereon, as a payment in total or partial satisfaction thereof.

Section 6.4 Limitation Upon Distributions. No distribution shall be declared and paid if, after the distribution is made, the aggregate fair market value of the Company's total assets would be less than the aggregate of the Company's total liabilities.

ARTICLE VII TRANSFERABILITY

Section 7.1 Transfer Restrictions. Subject to Section 7.2, no Member shall transfer, assign, pledge or otherwise encumber her Interest in the Company (or any portion thereof, including any economic interest in the profits or losses of the Company or any other interests in the Company) without Majority Consent. If such Majority Consent is not first obtained, the proposed transferee or assignee of the Interest (or portion thereof) so transferred or assigned shall

have no right to be, and shall not be, admitted as a Member and no right to participate in, and shall not participate in, the management of the business and affairs of the Company.

Section 7.3. Contravention Voids Transfer. Any attempted transfer in contravention of the provisions of this Article VII shall be void and ineffectual and shall not bind or be recognized by the Company.

ARTICLE VIII

DISSOLUTION AND TERMINATION

Section 8.1 Dissolution. The Company shall be dissolved upon the first to occur of the following (the “**Dissolution Event**”):

- (a) the Majority Consent of the Members authorizing the dissolution of the Company; or
- (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

Section 8.2 Distribution of Assets Upon Dissolution. (a) In settling accounts after dissolution, the assets of the Company shall be applied or distributed by the Managers, and at such time and in such manner as the Managers, in their sole discretion, shall reasonably determine and which is consistent with the orderly liquidation of the Company, as follows:

- (1) first, to the payment of the expenses of liquidation;
- (2) second, to the setting up of any reserves which the Manager deems necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company;
- (3) third, to the payment of the debts and liabilities of the Company, other than debts and liabilities to any Member;
- (4) fourth, to the payment of the debts and liabilities of the Company owed to any Member or other beneficial owner of any interest in the Company; and
- (5) thereafter, to the Members in accordance with Section 6.2; provided, however, that no Member shall receive distributions in excess of such Member’s positive Capital Account balance after such Member’s Capital Account has been adjusted to reflect all allocations of income, gain, loss and deductions attributable to the Dissolution Event.

(b) Notwithstanding anything herein to the contrary, the Managers may cause the Company to make the distributions of Company assets that it is required to make pursuant to Section 9.2(a) in cash or in kind (and, if in kind, based on the then fair market value of the asset(s) to be distributed, net of all liabilities to which such asset or assets are subject, as reasonably determined by the Managers). Appropriate and customary prorations and adjustments shall be made incident to any distribution in kind, as the Managers shall reasonably

determine. Each Member shall look solely to the assets of the Company for the return of their respective Capital Contributions or Capital Account balances, and if the assets of the Company remaining after the payment or discharge of the debts and liabilities of the Company are insufficient to return such Member's Capital Contributions or Capital Account balance, in full, such Member shall have no recourse against the Managers or any other Member. The Members acknowledge that this Section 9.2 may establish distribution priorities different from those set forth in the provisions of the Act applicable to distributions upon liquidation, and the Members agree that they intend, to that extent, to vary those provisions by this Agreement.

Section 8.3 Winding Up. The winding up of the affairs of the Company and the distribution of its assets shall be conducted solely by the Managers, who is hereby authorized to take all action necessary to accomplish such distribution and the orderly liquidation of the Company including, without limitation, selling any Property it deems necessary or appropriate to sell.

Section 8.4 Certificate of Cancellation. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, and the winding up of the affairs of the Company is complete, the Company shall file a Certificate of Cancellation with the Secretary of State of the Commonwealth of Massachusetts.

ARTICLE IX

FINANCIAL STATEMENTS, BOOKS, RECORDS AND TAX RETURNS

Section 9.1 Books of Account. The Manager shall maintain, at the offices of the Company, complete books of account, in which there shall be entered, fully and accurately, every transaction of the Company and shall include the following:

- (a) A current list of the full name and last known business address of the Manager and each Member;
- (b) A copy of this Agreement, the Certificate and all amendments thereto; and
- (c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years; and
- (d) Copies of the Company's currently effective written agreement and copies of any financial statements of the Company for the five (5) most recent years. The fiscal year of the Company shall be the calendar year. The books of account of the Company shall be kept on a tax accounting basis applied in a consistent manner. All determinations by the TMM (defined in Section 10.5 below) with respect to the treatment of any item or its allocation for federal, state, or local tax purposes shall be binding upon the Company and all of the Members. Any Member shall have the right, from time to time, at her own expense, to cause her accountants and representatives to examine and audit the books and records of the Company, and the Manager, upon not less than ten (10) days' written notice, shall make such books and records available for such examinations and audits at reasonable hours during business days.

Section 9.2 Financial Statements and Reports. Within one hundred twenty (120) days after the end of each fiscal year, the Managers shall furnish to each Member, at the expense of the Company, (i) an annual balance sheet and an annual statement of the Company's receipts and expenses for such fiscal year and the Capital Account of such Member as at the end of such fiscal year, prepared by an independent firm of certified public accountants regularly engaged by the Company, and (ii) a report setting forth such Member's share of the Company's Net Profit or Net Loss for such year and such Member's allocable share of all items of income, gain, loss, deduction and credit, for federal income tax purposes.

Section 9.3 Returns and Other Elections. The Managers shall, at the expense of the Company, cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections and options available to, or determinations as to items of income or expense of, the Company for federal, state or local income tax purposes shall be taken, rejected or made by the Company as determined by the Managers. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year.

Section 9.4 Tax Matters Member. Randy L. Facey is hereby designated the Tax Matters Member (the "TMM") of the Company for purposes of Chapter 63 of the Code and the Treasury Regulations thereunder.

(a) Each Member shall furnish the TMM with such information as the TMM may reasonably request to permit him to provide the Internal Revenue Service with sufficient information to allow proper notice to the parties in accordance with Section 6223 of the Code.

(b) No Member shall file, pursuant to Section 6227 of the Code, a request for an administrative adjustment of company items for any Company taxable year without first notifying the other Members. If the other Members agree with the requested adjustment, the TMM shall file the request for administrative adjustment on behalf of the Company. If the Members do not reach agreement within thirty (30) days or within the period required to timely file the request for administrative adjustment, if such period is shorter, any Member may file a request for administrative adjustment on his own behalf. If, under Section 6227 of the Code, a request for administrative adjustment which is to be made by the TMM must be filed on behalf of the Company, the TMM shall also file such a request on behalf of the Company under the circumstances set forth in the preceding sentence.

(c) If any Member intends to file a petition under Section 6226 or 6228 of the Code with respect to any Company item or other tax matter involving the Company, the Member so intending shall notify the other Members of such intention and the nature of the contemplated proceeding. Such notice shall be given in a reasonable time to allow the other Members to participate in the choosing of the forum in which such petition will be filed. If the Members do not agree on the appropriate forum, the petition shall be filed with the United States Tax Court. If any Member intends to seek review of any court decision rendered as a result of the proceeding instituted under the preceding part of this subsection, such party shall notify the others of such intended action.

(d) The TMM shall not bind the other Members to a settlement agreement without Majority Consent. If any Member enters into a settlement agreement with the Secretary of the Treasury with respect to any Company items, as defined by Section 6231(a)(3) of the Code, he shall notify the other Members of such settlement agreement and its terms within thirty (30) days from the date of settlement.

Section 9.5 Accountants. The Manager shall have the right to designate the accountants for the Company to prepare all financial statements, reports, records and tax returns required by the Company.

ARTICLE X MISCELLANEOUS

Section 10.1 Notices. Any notice, demand, election or other communication (hereinafter called a “**Notice**”) that, under the terms of this Agreement or under any statute, must be or may be given to any Member shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage-prepaid, addressed or by reputable overnight courier to such Member at such Member’s address as is set forth on Exhibit A attached hereto. All copies of notices to be sent to any party hereunder shall be sent in the same manner as required for notices. Either party may designate, by notice in writing to the other, a new or other address to which notices shall thereafter be given. Any notice given hereunder (other than a notice of a new address or additional address for notice purposes) shall be deemed given when received as hereinabove provided. Any notice of a new or additional address for notice purposes shall be deemed given on the date upon which the same is received by the addressee thereof.

Section 10.2 Amendment. This Agreement may not be modified without the consent of all the Members. Notwithstanding anything contained in this Agreement to the contrary, the Manager shall have the power, without the consent of all Members, to amend this Agreement as may be required to facilitate or implement any of the following purposes:

(a) To reflect the admission, termination or withdrawal of a Member in accordance with this Agreement, or the new or other address of a Member of which the Manager have been notified pursuant to Section 11.1;

(b) To reflect a change that is of an inconsequential nature and does not adversely affect the Members in any material respect, or to cure any ambiguity, correct or supplement any provision in this Agreement not inconsistent with law or with other provisions, or make other changes with respect to matters arising under this Agreement that will not be inconsistent with law or with the provisions of this Agreement; and

(c) To satisfy any requirements, conditions or guidelines contained in any order, directive, opinion, ruling or regulation of a federal or state agency or contained in federal or state law.

The Managers will provide notice to the Members when any action under this Section 11.2 is taken.

Section 10.3 Amendment of Certificate. If this Agreement shall be amended pursuant to Section 11.2, the Managers shall cause the Certificate to be amended, to the extent required by applicable law, to reflect such amendment. Each Member shall be promptly notified of any amendments made under this Section 11.3.

Section 10.4 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, the applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company engages in business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be held to be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, but rather shall be enforced to the full extent permitted by law.

Section 10.5 Ratification. Each Person who becomes a Member in the Company after the execution and delivery of this Agreement shall, by becoming a Member, be deemed thereby to ratify and agree to all prior actions taken by the Company, and is deemed to ratify and agree to all of the provisions set forth in the Agreement.

Section 10.6 Binding Upon Successors. Except as required by Section 11.7 below, this Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This Agreement shall become effective upon its execution and delivery by the Members.

Section 10.7 Rights of Third Parties. None of the provisions of this Agreement shall be construed as having been made for the benefit of any creditor of either the Company, the Manager or any Member, nor shall any of such provisions be enforceable (except as otherwise required by law) by any Person not a party hereto.

Section 10.8 Governing Law. The Members hereby agree that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the provisions of the laws of the Commonwealth of Massachusetts. The Members hereby agree that any action or proceeding with respect to this Agreement (and any action or proceeding with respect to any amendments or replacements hereof or transactions relating hereto) may be brought only in the Superior Court of Suffolk County, Massachusetts or in the United States District Court for the District of Massachusetts. Each of the parties hereto hereby irrevocably consents and submits to the jurisdiction of such courts. In any dispute among the Members (including the Manager) concerning the Company or this Agreement, the prevailing Member (or Manager) shall be entitled to recover its, his or her reasonable attorneys' fees and costs (including litigation and collection costs) from the non-prevailing Member.

Section 10.9 Captions. The captions, headings and titles contained in this Agreement are solely for convenience of reference and shall not affect the interpretation of this Agreement or of any provision hereof.

Section 10.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

Section 10.11 Tense and Gender of Words. All terms and words used in this Agreement, regardless of the tense or gender in which they are used, shall be deemed to include each other tense and gender unless the context requires otherwise.

Section 10.12 Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party but the same shall be distinct, separate and cumulative and may be exercised from time to time as often as occasion may arise or as may be deemed expedient.

Section 10.13 Complete Agreement. This Agreement fully sets forth all of the agreements and understandings of the parties with respect to the Company and supersedes any prior agreements of the parties. There are no representations, agreements, arrangements or understandings, oral or written, among the parties relating to the subject matter of this Agreement which are not expressly set forth herein.

Section 10.14 No Joint Liability. The obligations of the Members to each other and to the Company under this Agreement shall be several, and not joint and several, unless otherwise expressly provided for hereunder.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this Operating Agreement as of the date first above written.

Randy L. Facey

Shannon P. O'Brien
Shannon P. O'Brien 10.13.20

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this Operating Agreement as of the date first above written.

A handwritten signature in black ink, appearing to read 'R. Facey', is written over a horizontal line.

Randy L. Facey

Shannon P. O'Brien

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this Operating Agreement as of the date first above written.

Randy L. Facey

Shannon P. O'Brien

EXHIBIT A

Names and Addresses of Members

Name of Member

Address

Randy L. Facey

120 N. County Road
Leyden, MA 01210

Shannon P. O'Brien

6 Danecca Drive
Whitman, MA 02382

EXHIBIT B

Capital Contributions and Percentage Interests of Members

| <u>Name of Member</u> | <u>Capital Contribution</u> | <u>Percentage Interest</u> |
|-----------------------|-----------------------------|----------------------------|
| Randy L. Facey | \$50,000 | 50.00% |
| Shannon P. O'Brien | \$50,000 | 50.00% |

OPERATING AGREEMENT
GREENFIELD GREENERY, LLC
DATED
AS OF OCTOBER 13, 2020

OPERATING AGREEMENT
OF
GREENFIELD GREENERY LLC

This Operating Agreement of Greenfield Greenery LLC (the “Company”) is made as of October 13, 2020, by and between Randy L. Facey (“RLF”) and Shannon P. O’Brien (“SPO”); RLF and SPO are sometimes together are referred to as the “Members”.

W I T N E S S E T H:

WHEREAS, RLF and SPO desire to conduct Business through a limited liability company organized in Massachusetts; and

WHEREAS, RLF and SPO caused the filing on October 1, 2020, of a Certificate of Organization of the Company with the Secretary of State of the Commonwealth of Massachusetts in accordance with the Act;

WHEREAS, the Members wish to set out fully their rights, obligations and duties with respect to the business, operations and assets of the Company and to adopt the agreement described herein; and

WHEREAS, capitalized terms used in this Agreement shall have the meanings defined below.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

ARTICLE I
DEFINITIONS

The following terms shall have the following meanings:

“**Act**” means the Massachusetts Limited Liability Company Act, as amended from time to time.

“**Additional Contributions**” means, with respect to any Member, the aggregate amount of additional Capital Contributions made by such Member pursuant to Section 4.3.

“**Affiliate**” means with respect to any Member, (i) any Family Member of such Member, (ii) any trust for the benefit of such Member and/or one or more Family Members of such Member, (iii) any corporation, partnership, limited liability company or other entity directly or indirectly controlling, controlled by or under common control with such Member and/or one or more Family Members of such Member, or (iv) any officer, director or trustee of any entity described in (iii) above. For purposes hereof, the terms “control,” “controlling” or “controlled by” mean the direct or indirect ownership of more than 50% of the voting or beneficial interest in such entity.

“Agreement” means this Limited Liability Company Agreement as originally executed and as amended, modified, supplemented or restated from time to time, as the context requires.

“Applicable Law” is defined in Section 6.3.

“Borrowing Member” is defined in Section 6.3.

“Capital Account” shall mean the capital accounts that the Company shall determine and maintain for each Member in accordance with Section 4.6.

“Capital Contribution” with respect to each Member, shall mean any contribution (including any Additional Contribution) made by such Member to the capital of the Company that such Member is obligated or permitted to make pursuant to the provisions hereof.

“Capital Transaction” means (i) any transaction not in the ordinary course of the Company’s business (other than the receipt of Capital Contributions), including, but not limited to, sales of the Company’s Property, damage recoveries, receipt of insurance or condemnation proceeds or other similar transactions and (ii) receipt of any financing or refinancing proceeds.

“Certificate” means the Certificate of Organization of the Company as filed with the Secretary of State of the Commonwealth of Massachusetts in accordance with the Act on October 1, 2020 as amended, modified, supplemented or restated from time to time, as the context requires.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” means Greenfield Greenery LLC.

“Dissolution Event” is defined in Section 8.1.

“Interest” means for any Member, such Member’s entire interest in the Company (including, but not limited to, such Member’s Percentage Interest).

“Majority Consent” means the written consent of the Members holding a majority of the Percentage Interests of the Company.

“Manager” means the Persons hereafter designated as the “managers” of the Company pursuant to the terms hereof.

“Member” or **“Members”** means, individually or collectively, Park, Harrison and any other Person hereafter admitted as a member of the Company in accordance with the provisions hereof.

“Net Cash Flow” means the gross receipts and other miscellaneous revenue derived by the Company from operations, Capital Transactions or otherwise less all cash operating expenses of the Company including, without limitation, (i) debt service on any Company loans, (ii) taxes, lease payments, management, consulting and other fees incurred in connection with the operation

of the Company, and (iii) the establishment of, or increase in, any reserves by the Manager from time to time for working capital and other purposes.

“Net Profits” and **“Net Losses”** means, for each fiscal year of the Company, an amount equal to the Company’s taxable income or loss for such fiscal year, determined in accordance with Section 703(a) of the Code (provided that for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss, and that such taxable income or loss shall also include any tax-exempt income of the Company and any expenditures of the Company that can neither be capitalized nor deducted). If the Company’s taxable income or loss for such fiscal year, as adjusted in the manner provided above, is a positive amount, such amount shall be the Company’s Net Profits for such fiscal year; and if a negative amount, such amount shall be the Company’s Net Losses for such fiscal year.

“Percentage Interest” is defined in Section 4.2.

“Person” means any individual, estate, corporation, trust, joint venture, partnership or limited liability company of every kind and nature, and any other individual or entity in its own or any representative capacity.

“Property” means all real, personal and mixed properties, cash, assets, interests, intangibles, intellectual property, contractual rights and rights of any type, whether tangible or intangible, owned by the Company. All assets acquired with Company funds or in exchange for Property shall be Property.

“Proprietary Information” is defined in Section 5.11.

“Tax Distribution” is defined in Section 6.2(b).

“Tax Loan” is defined in Section 6.3.

“Treasury Regulations” means the income tax regulations, including temporary regulations and corresponding provisions of succeeding regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Unrecovered Additional Contributions” means, with respect to any Member, the aggregate amount of Additional Contributions made by such Member over the aggregate amount of distributions received by such Member pursuant to Section 6.2(a)(ii).

“Unrecovered Capital Contributions” means, with respect to any Member, the aggregate amount of Capital Contributions theretofore made by such Member to the Company reduced by the aggregate amount of distributions theretofore received by such Member pursuant to Section 6.2(a)(ii) and (iii).

ARTICLE II ORGANIZATION AND TERM

Section 2.1 Formation. (a) Pursuant to the provisions of the Act, the formation of the Company was effective upon the filing of the Certificate on October 1, 2020. The Certificate shall be amended whenever, and within the time periods, required by the Act, or otherwise when approved by the Manager.

(b) The Members hereby agree that the name of the Company is and shall be Greenfield Greenery LLC and that the Company conducts its current business within the purpose and scope set forth herein.

(c) In order to maintain the Company as a limited liability company under the laws of the Commonwealth of Massachusetts and to qualify the Company to do business in any state in which the Company determines to be appropriate or necessary, the Company shall from time to time take appropriate action, including the preparation and filing of such amendments to the Certificate and such other assumed name certificates, documents, instruments and publications as may be required by law or as the Managers shall determine, including, without limitation, action to reflect:

(i) the qualification to do business in any state in which the Company owns property or conducts business, as the Managers shall determine;

(ii) a change in the Company name;

(iii) a correction of defectively or erroneously executed Certificate;

(iv) a correction of false or erroneous statements in the Certificate or the desire of the Manager to make a change in any statement therein in order that it shall accurately represent the agreement among the Members; or

(v) a change in the time for dissolution of the Company.

Section 2.2 Further Documentation. Each Member hereby agrees to execute and deliver to the Company such other and further documents and instruments, statements of interest and holdings, designations, powers of attorney and other instruments and to take such other action (or refrain from taking any action) as the Managers reasonably deem necessary, useful or appropriate to comply with any laws, rules or regulations as may be necessary to enable the Company to fulfill its responsibilities under this Agreement, to preserve the Company as a limited liability company under the Act and to enable the Company to be taxed as a partnership for federal, state and local income tax purposes.

Section 2.3 Term. The term of the Company commenced upon the filing of the Certificate and shall continue until the happening of an event described in Section 9.1 hereof. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate in the manner required by the Act.

Section 2.4 Registered Agent and Office. The registered agent for the service of process and the registered office shall be that Person and location reflected in the Certificate. In the event such registered agent ceases to act as such for any reason or the address for the registered agent changes, the Manager shall promptly designate a replacement for such registered agent or file a notice of change of address, as the case may be.

Section 2.5 Principal Place of Business. The Company's principal place of business shall be located at 120 Fulton Street, Boston MA 02109. At any time, the Managers may cause the Company to change the location of its principal place of business and may establish additional offices.

Section 2.6 Members. The name and mailing address of each Member shall be listed on Exhibit A attached hereto. The Persons set forth on Exhibit A are hereby admitted as the Members of the Company. The Managers shall update Exhibit A from time to time as necessary to accurately reflect the information therein as known by the Managers. Any reference in this Agreement to Exhibit A shall be deemed to be a reference to Exhibit A as amended and in effect from time to time.

Section 2.7 Title to Company Property. All Property of the Company shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any direct ownership interest in the Property. Each Member, to the extent permitted by applicable law, hereby waives its rights to a partition of the Property and, to that end, agrees that it will not seek or be entitled to a partition of any assets, whether by way of physical partition, judicial sale or otherwise, except as otherwise expressly provided in Article IX.

ARTICLE III PURPOSE AND POWERS OF THE COMPANY

Section 3.1 Purpose of the Company. The purpose of the Company shall be to engage in the business of farming and related agricultural activities in and around Greenfield, Massachusetts, and otherwise to engage in any lawful act or activities for which limited liability companies may be organized under the Act.

Section 3.2 Powers of the Company. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power and authority to take in its name all actions necessary, useful or appropriate to accomplish its purpose and take all actions necessary, useful or appropriate in connection therewith or incidental thereto.

Section 3.3 Tax Status of Company. The Members intend for the Company to be treated as a partnership for federal, state and local tax purposes. The Members hereby agree that (i) they will not cause or permit the Company to be excluded from the provisions of Subchapter K of the Code under Code Section 761 or otherwise; and (ii) they will not, nor cause or permit the Company to, file the election under Treasury Regulations Section 301.7701-3 (or successor provision) that would result in the Company being classified as a corporation for federal, state or local income tax purposes. In the event that the Company shall hereafter be treated as a "disregarded entity" for federal income tax purposes, then the Company shall cease filing tax

returns as a partnership for federal income tax purposes and, to the extent permitted under applicable state and local tax purposes, for state and local tax purposes as well.

ARTICLE IV

MEMBER'S CAPITAL CONTRIBUTIONS AND INTERESTS

Section 4.1 Capital Contributions. Upon the execution of this Agreement, each Member shall contribute the amount set forth opposite such Member's name on Exhibit B attached hereto.

Section 4.2 Percentage Interests. (a) A Member's Interest in the Company shall be the ownership interest of the Member in the Company from time to time, including such Member's Percentage Interest and any and all other benefits to which the holder of such Interest may be entitled as provided in this Agreement and under applicable laws, together with all obligations of such Member to comply with the terms and provisions of this Agreement.

(b) Each Member shall have a percentage interest (a "**Percentage Interest**") in the Company equal to the percentage set forth opposite such Member's name on Exhibit B attached hereto. Upon the admission of Additional Members, each Member's Interest shall be determined by the Manager consistent with the terms of this Agreement and Exhibit B shall be revised accordingly to reflect the adjustment to the Interests.

Section 4.3 Additional Contributions. (a) Except as expressly required pursuant to this Agreement, no Member shall be required to contribute capital to the Company for any purpose including, without limitation, to restore a deficit in the Member's Capital Account existing at any time.

(b) The Members may, but shall not be obligated to, make additional Capital Contributions ("**Additional Contributions**") if the Members by Majority Consent determine that such Additional Contributions are necessary or appropriate for the conduct of the Company's business. In such event, each Member shall have the opportunity, but not the obligation, to participate in such Additional Contributions on a pro rata basis in proportion to the Percentage Interest in the Company owned by such member. Each Member shall receive a credit to its Capital Account in the amount of any Additional Contributions and the Percentage Interests of the Members shall be accordingly adjusted.

Section 4.4 Withdrawals and Interest. No Member shall have the right to withdraw from the Company or receive any return or interest on any portion of such Member's Capital Contributions or Capital Account, except as otherwise provided herein.

Section 4.5 Return of Capital. No Member shall be entitled to the return of all or any part of such Member's Capital Contributions or Capital Account, except in accordance with the provisions of this Agreement.

Section 4.6 Capital Accounts. The Company shall establish and maintain "Capital Accounts" for each Member throughout the full term of the Company in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv), as such regulation may be amended from time to time.

Section 4.7 Liability of Members. No Member will be bound by, or be personally liable for, any expense, debt, liability or obligation of the Company or of any other Member (whether under a judgment, decree or order of a court or in any other manner), unless and only to the extent such Member expressly agrees in writing to be so bound or personally liable. Additionally, no Member shall be required to lend any funds to the Company or to make any amounts available to the Company (whether in the form of contributions, assessments, payments or otherwise), except to the extent expressly provided herein.

ARTICLE V MANAGEMENT OF THE COMPANY

Section 5.1 Management. The Members hereby designate Shannon P. O'Brien and Randy L. Facey as the managers of the Company. Subject to Section 5.2 below, the management of the business and affairs of the Company shall be conducted by the Managers. The Members may adopt rules and regulations for the conduct of meetings of the Members and the management of business and affairs of the Company which are not inconsistent with this Agreement and the Act. Only the Managers shall have the authority to bind the Company. Either Manager may resign as Manager at any time.

Section 5.2 Certain Powers of Members. Majority Consent shall be required in order for the Managers to take the following actions on behalf of the Company:

- (a) to enter into any material license pursuant to which a third party shall acquire rights to the Company's technology;
- (b) to cause or permit the Company to enter into any business outside of the Company, as contemplated by Section 3.1;
- (c) to borrow money from banks, other lending institutions, a Member, or otherwise (including any financing or refinancing), or enter into any agreement or amendment thereto with respect to the foregoing having an aggregate contract value of \$25,000 or more;
- (d) except as provided in Section 11.2, to amend or restate this Agreement or to amend or restate the Certificate;
- (e) to redeem or repurchase any Interests or recapitalize the Interests;
- (f) to make any capital expenditures in an amount of \$10,000 or more or incur any commitments for capital expenditures in an amount of \$10,000 or more;
- (g) to voluntarily dissolve or terminate the Company or to file in the name, or on behalf, of the Company any petition for relief in bankruptcy under any federal bankruptcy laws or debtor relief laws or any other debtor relief laws of any jurisdiction;
- (h) enter into joint ventures or partnerships or acquire an interest in another entity;

- (i) adjust, settle or compromise any claim, obligation, debt, demand, suit or judgment against or on behalf of the Company;
- (j) replace a Manager who has resigned;
- (k) employ personnel and staff for the Company with annual salaries in excess of \$50,000;
- (l) merge or consolidate the Company with or into any another entity in which the Company is not the surviving entity, whether as part of a single transaction or series of transactions undertaken pursuant to a plan;
- (m) to sell, transfer, encumber or otherwise dispose of all or substantially all of the Property of the Company, or enter into any agreement or amendment thereto with respect to the foregoing;
- (n) to cause the Company to issue any membership or other beneficial interest in the Company.

Section 5.3 Management Fees. No Member shall be paid a fee for serving as a Manager.

Section 5.4 Bank Accounts and Withdrawals. The Managers may from time to time open bank accounts in the name of the Company. The Managers (or their designees) are hereby authorized to withdraw or expend up to Five Thousand Dollars (\$5,000) Dollars in a single instance or Ten Thousand (\$10,000) Dollars in the aggregate over any one (1) month period of funds by check or otherwise from either a client escrow account for the purpose of remitting funds to those Persons duly entitled to such funds or from any other Company account or source for business purposes only. Any withdrawal or expenditure in excess Five Thousand Dollars (\$5,000) Dollars in a single instance or Ten Thousand (\$10,000) Dollars in the aggregate over any one (1) month period shall require Super Majority Consent (which approval shall not be unreasonably withheld or delayed).

Section 5.5 Indemnity. No Member (including the Managers) shall be liable, responsible or accountable in damages or otherwise to the Company or any of its Members for any action taken, or not taken, within the scope of authority conferred on such Member, either as a Member or as a Manager, by virtue of this Agreement or the Act, unless a court of competent jurisdiction finally determines that such Member's act, or omissions, constitute fraud, criminal action or bad faith. The Company shall indemnify and hold harmless the Manager and each of the other Members and their respective agents, members, partners, and employees from and against any loss or damage incurred by any of them (including reasonable attorney's fees and costs) by reason of any acts performed or omitted by any of them for or on behalf of the Company unless they committed such acts in bad faith or such acts were the results of active and deliberate dishonesty and were material to the cause of action so adjudicated and any such Manager, Member or such other Person shall have personally gained in fact a financial profit or other advantage to which he, she or it was not legally entitled.

Section 5.6 Reliance on Authority of Manager. Any Person dealing with the Company, other than a Member, may rely on the authority of a Manager without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement.

Section 5.7 Business Activities. Each Member shall devote to the Company's business such time as is necessary for the proper performance of the obligations set forth herein. Except as otherwise provided herein or in any other agreement relating to the Company, each Member may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities or to the income or proceeds derived therefrom. Members 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 5.8 Officers. The Company and the Manager, on behalf of the Company, may employ and retain persons as may be necessary or appropriate for the conduct of the Company's business, including employees and agents who may be designated as officers with titles, including, but not limited to, "chairman," "chief executive officer," "president," "vice president," "treasurer," "secretary," "director," and "chief financial officer," as and to the extent authorized by the Manager and with such powers as authorized by the Manager, provided such powers are consistent with the provisions of this Agreement.

Section 5.9 Non-Disclosure. As the result of his or her relationship with the Company or its Affiliates, each Member acknowledges that he or she may have or will have access to and become familiar with various trade secrets of the Company, including, but not limited to, technical know-how, processes, inventions, compilations of information, records, sales procedures, licensing agreements, methods of doing business and other confidential information that are owned by the Company or its Affiliates or used or will be used in the operation of the Company's business (the foregoing being collectively referred to as "**Proprietary Information**"). Each Member acknowledges that all items of such Proprietary Information are valuable, special and unique assets of the Company or its Affiliates, the disclosure of which may cause substantial injury and loss of profits and goodwill to the Company or its Affiliates. Each Member therefore agrees that he or she will not directly or indirectly (except as required by law or as required pursuant to some other relationship with the Company or its Affiliates) use, disclose or disseminate any such Proprietary Information without the prior written consent of the Manager. All obligations of confidence, pursuant to and in accordance with the provisions of this Section 5.11, will be terminated with respect to any particular portion of Proprietary Information which (i) was in the possession of a Member prior to disclosure thereof to the Member, (ii) is, or through no fault of a Member becomes, published or otherwise available to others or the public under circumstances such that the public may utilize such Proprietary Information without any direct or indirect obligation to the Company, (iii) is, or at any time may be, acquired by a Member from any third party rightfully possessed of the Proprietary Information and having no direct or indirect obligation to the Company with respect to same, or (iv) is communicated in response to a valid order by a court or other governmental body in a manner which makes such communication a matter of public record. The provisions of this Section 5.11 shall be binding upon each Member, her agents and representatives, and each

Member shall take all steps necessary or appropriate to assure that her agents and representatives comply herewith.

Section 5.10 Resignation. A Member may not resign from the Company prior to the dissolution and winding up of the Company, except upon the assignment of his or her Interest including any redemption, repurchase or other acquisition by the Company or the other Member, as the case may be, in accordance with the provisions of this Agreement or upon a forfeiture of said Interest. A resigning Member shall not be entitled to receive any distribution and shall not otherwise be entitled to receive the fair value of her Interest except as otherwise expressly provided for in this Agreement.

ARTICLE VI ALLOCATIONS AND DISTRIBUTIONS

Section 6.1 Allocations of Net Profits and Net Losses.

(a) Net Profit. The Net Profit of the Company for each fiscal year of the Company shall be allocated among the Members as follows:

(i) First, to the Members in an amount equal to, and in proportion to, the aggregate amount of Net Loss theretofore allocated to each Member; and

(ii) Thereafter, to the Members in proportion to their respective Percentage Interests. Any credit available for income tax purposes shall be allocated among the Members in accordance with Treasury Regulation Section 1.704-1(b)(4)(ii).

(b) Net Loss. The Net Loss of the Company for each fiscal year of the Company shall be allocated among the Members as follows:

(i) First, to those Members, if any, that have positive balances in their Capital Accounts, an amount of such Net Loss equal to the aggregate amount of such positive balances, which amount shall be allocated in the same proportion as such positive balances until all such Capital Accounts are equal to zero; and

(ii) Thereafter, to the Members in proportion to their Percentage Interests.

(c) Special Rules Regarding Allocations. Notwithstanding Section 6.1(a):

(i) In accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, any income, gain, loss and deduction with respect to any “contributed property” shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property and its agreed value at the time of its contribution to the Company in the manner determined by the Manager and which is permitted under Section 704(c) of the Code and the Treasury Regulations thereunder. In the event that Capital Accounts are ever adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2) to reflect the fair market value of the Property, subsequent allocations of income, gain, loss and deduction with respect to said Property shall, solely for tax purposes, take account of any

variation between the adjusted basis of such asset and its value as adjusted, in the manner determined by the Manager and which is permitted under Section 704(c) of the Code and the Treasury Regulations thereunder.

(ii) The Company shall make allocations of any income, gain, deduction, loss and credit in such a manner so as to satisfy the requirements of Treasury Regulations Sections 1.704-1(b) and 1.704-2, and the provisions of said regulations are incorporated herein by reference. All “nonrecourse deductions” (as defined in Treasury Regulations Section 1.704-2(b)(1)) of the Company for any fiscal year shall be allocated to the Members in accordance with their respective Percentage Interests.

(d) Intent of Allocations. The Members intend that the allocation provisions hereunder (as computed for book purposes) shall produce final Capital Account balances of the Members that would permit liquidating distributions, if such distributions were made in accordance with final positive Capital Account balances (instead of being made as provided in Section 6.2) to be made in accordance with Section 6.2. To the extent that the allocation provisions hereunder would fail to produce such final positive Capital Account balances, (i) such provisions shall be amended by the Company if and to the extent necessary to produce such result and (ii) taxable income and taxable loss of the Company for the current and future years (or if necessary, items of gross income and deduction of the Company for such years), in each case as computed for book purposes, shall be reallocated among the Members as necessary to produce such result, and to the extent that it is not possible to achieve such result with such allocations, allocations of items of income (including gross income) and deduction for prior open years (in each case, as computed for book purposes) shall be reallocated among the Members as necessary to produce such result. This Section 6.1(d) shall control notwithstanding any reallocation or adjustment of taxable income, taxable loss, or items thereof by the Internal Revenue Service or any other taxing authority.

(e) Rules of Construction. An allocation to a Member of Net Profits or Net Loss shall be treated as an allocation to such Member of each item of income, gain, loss and deduction that has been taken into account in computing such Net Profits or Net Loss.

Section 6.2 Distributions. (a) The Managers shall distribute Net Cash Flow to the Members at such times as the Managers shall determine in the following order of priority:

(i) First, to the Members, in proportion to their respective Unrecovered Additional Contributions, until the Unrecovered Additional Contributions of all of the Members have been reduced to zero; and

(ii) Thereafter, to the Members in proportion to their respective Percentage Interests.

(b) Notwithstanding anything in this Agreement to the contrary, to the extent the Company has not previously made distributions to its Members equal to the Tax Distribution (as defined below), the Manager shall distribute out of Net Cash Flow to each Member, within ninety (90) days following the end of the Company’s taxable year, an amount in cash equal to (a “**Tax Distribution**”), when combined with all other distributions to such Member in the current

and all preceding taxable years, the product of (x) the percentage equal to the highest combined federal, state and local marginal income tax rate to which any Member (or any other Person which, directly or indirectly, owns an interest in any Member and which is required to pay tax on any portion of any Member's distributive share of Company net taxable income for such taxable year) is subject for such taxable year (and, for this purpose, taking into account all deductions for income taxes that such Member or other Person would be entitled to claim for such taxable year in respect of Company net taxable income), and (y) the excess, if any, of (i) the aggregate net taxable income allocated to such Member in the current and all preceding taxable years, over (ii) the aggregate net taxable loss allocated to such Member in all preceding taxable years. A distribution to any Member pursuant to this Section 6.2(b) shall reduce in the same order of priority and on a dollar for dollar basis until fully recovered any distribution to which a Member is otherwise entitled under Section 6.2(a) above.

Section 6.3 Withholding. The Company is hereby authorized to, and shall, comply with any and all withholding obligations to which it is subject. In the event the Company is required to deduct and withhold, pursuant to the Code or any other federal, state or local law, rule or regulation which is currently in effect or which may be promulgated hereafter ("**Applicable Law**"), any amount from an actual distribution to a Member, the amount so deducted and withheld from such distribution shall, for all purposes of this Agreement, be treated as a distribution to such Member of the same type as the distribution giving rise to the obligation. In the event Applicable Law requires the Company to pay or withhold any amount on behalf of a Member (including any federal, state or local taxes) measured by a Member's distributive share of the Company's Net Profit, gain or any other Company item, other than any amount required to be deducted and withheld from actual distributions to a Member, then the payment or withholding of any such amount shall be considered a loan ("**Tax Loan**") by the Company to such Member (the "**Borrowing Member**"). The Borrowing Member shall repay any such Tax Loan within thirty (30) days after the other Members deliver a written demand therefor, together with interest at an annual rate equal to two percent (2%) per annum in excess of the rate announced from time to time in the Wall Street Journal as the "prime rate" from the date such loan was made until the date of the repayment thereof. In addition to any other rights of the Company to enforce its entitlement to receive payment of the Tax Loan, plus any accrued interest thereon, the Company may deduct from any distribution to be made to a Borrowing Member an amount not greater than the outstanding balance of any Tax Loan, plus any accrued interest thereon, as a payment in total or partial satisfaction thereof.

Section 6.4 Limitation Upon Distributions. No distribution shall be declared and paid if, after the distribution is made, the aggregate fair market value of the Company's total assets would be less than the aggregate of the Company's total liabilities.

ARTICLE VII TRANSFERABILITY

Section 7.1 Transfer Restrictions. Subject to Section 7.2, no Member shall transfer, assign, pledge or otherwise encumber her Interest in the Company (or any portion thereof, including any economic interest in the profits or losses of the Company or any other interests in the Company) without Majority Consent. If such Majority Consent is not first obtained, the proposed transferee or assignee of the Interest (or portion thereof) so transferred or assigned shall

have no right to be, and shall not be, admitted as a Member and no right to participate in, and shall not participate in, the management of the business and affairs of the Company.

Section 7.3. Contravention Voids Transfer. Any attempted transfer in contravention of the provisions of this Article VII shall be void and ineffectual and shall not bind or be recognized by the Company.

ARTICLE VIII

DISSOLUTION AND TERMINATION

Section 8.1 Dissolution. The Company shall be dissolved upon the first to occur of the following (the “**Dissolution Event**”):

- (a) the Majority Consent of the Members authorizing the dissolution of the Company; or
- (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

Section 8.2 Distribution of Assets Upon Dissolution. (a) In settling accounts after dissolution, the assets of the Company shall be applied or distributed by the Managers, and at such time and in such manner as the Managers, in their sole discretion, shall reasonably determine and which is consistent with the orderly liquidation of the Company, as follows:

- (1) first, to the payment of the expenses of liquidation;
- (2) second, to the setting up of any reserves which the Manager deems necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company;
- (3) third, to the payment of the debts and liabilities of the Company, other than debts and liabilities to any Member;
- (4) fourth, to the payment of the debts and liabilities of the Company owed to any Member or other beneficial owner of any interest in the Company; and
- (5) thereafter, to the Members in accordance with Section 6.2; provided, however, that no Member shall receive distributions in excess of such Member’s positive Capital Account balance after such Member’s Capital Account has been adjusted to reflect all allocations of income, gain, loss and deductions attributable to the Dissolution Event.

(b) Notwithstanding anything herein to the contrary, the Managers may cause the Company to make the distributions of Company assets that it is required to make pursuant to Section 9.2(a) in cash or in kind (and, if in kind, based on the then fair market value of the asset(s) to be distributed, net of all liabilities to which such asset or assets are subject, as reasonably determined by the Managers). Appropriate and customary prorations and adjustments shall be made incident to any distribution in kind, as the Managers shall reasonably

determine. Each Member shall look solely to the assets of the Company for the return of their respective Capital Contributions or Capital Account balances, and if the assets of the Company remaining after the payment or discharge of the debts and liabilities of the Company are insufficient to return such Member's Capital Contributions or Capital Account balance, in full, such Member shall have no recourse against the Managers or any other Member. The Members acknowledge that this Section 9.2 may establish distribution priorities different from those set forth in the provisions of the Act applicable to distributions upon liquidation, and the Members agree that they intend, to that extent, to vary those provisions by this Agreement.

Section 8.3 Winding Up. The winding up of the affairs of the Company and the distribution of its assets shall be conducted solely by the Managers, who is hereby authorized to take all action necessary to accomplish such distribution and the orderly liquidation of the Company including, without limitation, selling any Property it deems necessary or appropriate to sell.

Section 8.4 Certificate of Cancellation. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, and the winding up of the affairs of the Company is complete, the Company shall file a Certificate of Cancellation with the Secretary of State of the Commonwealth of Massachusetts.

ARTICLE IX

FINANCIAL STATEMENTS, BOOKS, RECORDS AND TAX RETURNS

Section 9.1 Books of Account. The Manager shall maintain, at the offices of the Company, complete books of account, in which there shall be entered, fully and accurately, every transaction of the Company and shall include the following:

- (a) A current list of the full name and last known business address of the Manager and each Member;
- (b) A copy of this Agreement, the Certificate and all amendments thereto; and
- (c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years; and
- (d) Copies of the Company's currently effective written agreement and copies of any financial statements of the Company for the five (5) most recent years. The fiscal year of the Company shall be the calendar year. The books of account of the Company shall be kept on a tax accounting basis applied in a consistent manner. All determinations by the TMM (defined in Section 10.5 below) with respect to the treatment of any item or its allocation for federal, state, or local tax purposes shall be binding upon the Company and all of the Members. Any Member shall have the right, from time to time, at her own expense, to cause her accountants and representatives to examine and audit the books and records of the Company, and the Manager, upon not less than ten (10) days' written notice, shall make such books and records available for such examinations and audits at reasonable hours during business days.

Section 9.2 Financial Statements and Reports. Within one hundred twenty (120) days after the end of each fiscal year, the Managers shall furnish to each Member, at the expense of the Company, (i) an annual balance sheet and an annual statement of the Company's receipts and expenses for such fiscal year and the Capital Account of such Member as at the end of such fiscal year, prepared by an independent firm of certified public accountants regularly engaged by the Company, and (ii) a report setting forth such Member's share of the Company's Net Profit or Net Loss for such year and such Member's allocable share of all items of income, gain, loss, deduction and credit, for federal income tax purposes.

Section 9.3 Returns and Other Elections. The Managers shall, at the expense of the Company, cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections and options available to, or determinations as to items of income or expense of, the Company for federal, state or local income tax purposes shall be taken, rejected or made by the Company as determined by the Managers. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year.

Section 9.4 Tax Matters Member. Randy L. Facey is hereby designated the Tax Matters Member (the "TMM") of the Company for purposes of Chapter 63 of the Code and the Treasury Regulations thereunder.

(a) Each Member shall furnish the TMM with such information as the TMM may reasonably request to permit him to provide the Internal Revenue Service with sufficient information to allow proper notice to the parties in accordance with Section 6223 of the Code.

(b) No Member shall file, pursuant to Section 6227 of the Code, a request for an administrative adjustment of company items for any Company taxable year without first notifying the other Members. If the other Members agree with the requested adjustment, the TMM shall file the request for administrative adjustment on behalf of the Company. If the Members do not reach agreement within thirty (30) days or within the period required to timely file the request for administrative adjustment, if such period is shorter, any Member may file a request for administrative adjustment on his own behalf. If, under Section 6227 of the Code, a request for administrative adjustment which is to be made by the TMM must be filed on behalf of the Company, the TMM shall also file such a request on behalf of the Company under the circumstances set forth in the preceding sentence.

(c) If any Member intends to file a petition under Section 6226 or 6228 of the Code with respect to any Company item or other tax matter involving the Company, the Member so intending shall notify the other Members of such intention and the nature of the contemplated proceeding. Such notice shall be given in a reasonable time to allow the other Members to participate in the choosing of the forum in which such petition will be filed. If the Members do not agree on the appropriate forum, the petition shall be filed with the United States Tax Court. If any Member intends to seek review of any court decision rendered as a result of the proceeding instituted under the preceding part of this subsection, such party shall notify the others of such intended action.

(d) The TMM shall not bind the other Members to a settlement agreement without Majority Consent. If any Member enters into a settlement agreement with the Secretary of the Treasury with respect to any Company items, as defined by Section 6231(a)(3) of the Code, he shall notify the other Members of such settlement agreement and its terms within thirty (30) days from the date of settlement.

Section 9.5 Accountants. The Manager shall have the right to designate the accountants for the Company to prepare all financial statements, reports, records and tax returns required by the Company.

ARTICLE X MISCELLANEOUS

Section 10.1 Notices. Any notice, demand, election or other communication (hereinafter called a “**Notice**”) that, under the terms of this Agreement or under any statute, must be or may be given to any Member shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage-prepaid, addressed or by reputable overnight courier to such Member at such Member’s address as is set forth on Exhibit A attached hereto. All copies of notices to be sent to any party hereunder shall be sent in the same manner as required for notices. Either party may designate, by notice in writing to the other, a new or other address to which notices shall thereafter be given. Any notice given hereunder (other than a notice of a new address or additional address for notice purposes) shall be deemed given when received as hereinabove provided. Any notice of a new or additional address for notice purposes shall be deemed given on the date upon which the same is received by the addressee thereof.

Section 10.2 Amendment. This Agreement may not be modified without the consent of all the Members. Notwithstanding anything contained in this Agreement to the contrary, the Manager shall have the power, without the consent of all Members, to amend this Agreement as may be required to facilitate or implement any of the following purposes:

(a) To reflect the admission, termination or withdrawal of a Member in accordance with this Agreement, or the new or other address of a Member of which the Manager have been notified pursuant to Section 11.1;

(b) To reflect a change that is of an inconsequential nature and does not adversely affect the Members in any material respect, or to cure any ambiguity, correct or supplement any provision in this Agreement not inconsistent with law or with other provisions, or make other changes with respect to matters arising under this Agreement that will not be inconsistent with law or with the provisions of this Agreement; and

(c) To satisfy any requirements, conditions or guidelines contained in any order, directive, opinion, ruling or regulation of a federal or state agency or contained in federal or state law.

The Managers will provide notice to the Members when any action under this Section 11.2 is taken.

Section 10.3 Amendment of Certificate. If this Agreement shall be amended pursuant to Section 11.2, the Managers shall cause the Certificate to be amended, to the extent required by applicable law, to reflect such amendment. Each Member shall be promptly notified of any amendments made under this Section 11.3.

Section 10.4 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, the applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company engages in business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be held to be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, but rather shall be enforced to the full extent permitted by law.

Section 10.5 Ratification. Each Person who becomes a Member in the Company after the execution and delivery of this Agreement shall, by becoming a Member, be deemed thereby to ratify and agree to all prior actions taken by the Company, and is deemed to ratify and agree to all of the provisions set forth in the Agreement.

Section 10.6 Binding Upon Successors. Except as required by Section 11.7 below, this Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This Agreement shall become effective upon its execution and delivery by the Members.

Section 10.7 Rights of Third Parties. None of the provisions of this Agreement shall be construed as having been made for the benefit of any creditor of either the Company, the Manager or any Member, nor shall any of such provisions be enforceable (except as otherwise required by law) by any Person not a party hereto.

Section 10.8 Governing Law. The Members hereby agree that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the provisions of the laws of the Commonwealth of Massachusetts. The Members hereby agree that any action or proceeding with respect to this Agreement (and any action or proceeding with respect to any amendments or replacements hereof or transactions relating hereto) may be brought only in the Superior Court of Suffolk County, Massachusetts or in the United States District Court for the District of Massachusetts. Each of the parties hereto hereby irrevocably consents and submits to the jurisdiction of such courts. In any dispute among the Members (including the Manager) concerning the Company or this Agreement, the prevailing Member (or Manager) shall be entitled to recover its, his or her reasonable attorneys' fees and costs (including litigation and collection costs) from the non-prevailing Member.

Section 10.9 Captions. The captions, headings and titles contained in this Agreement are solely for convenience of reference and shall not affect the interpretation of this Agreement or of any provision hereof.

Section 10.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

Section 10.11 Tense and Gender of Words. All terms and words used in this Agreement, regardless of the tense or gender in which they are used, shall be deemed to include each other tense and gender unless the context requires otherwise.

Section 10.12 Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party but the same shall be distinct, separate and cumulative and may be exercised from time to time as often as occasion may arise or as may be deemed expedient.

Section 10.13 Complete Agreement. This Agreement fully sets forth all of the agreements and understandings of the parties with respect to the Company and supersedes any prior agreements of the parties. There are no representations, agreements, arrangements or understandings, oral or written, among the parties relating to the subject matter of this Agreement which are not expressly set forth herein.

Section 10.14 No Joint Liability. The obligations of the Members to each other and to the Company under this Agreement shall be several, and not joint and several, unless otherwise expressly provided for hereunder.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this Operating Agreement as of the date first above written.

Randy L. Facey

Shannon P. O'Brien
Shannon P. O'Brien 10.13.20

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this Operating Agreement as of the date first above written.

A handwritten signature in black ink, appearing to read 'R. Facey', is written over a horizontal line.

Randy L. Facey

Shannon P. O'Brien

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this Operating Agreement as of the date first above written.

Randy L. Facey

Shannon P. O'Brien

EXHIBIT A

Names and Addresses of Members

Name of Member

Address

Randy L. Facey

120 N. County Road
Leyden, MA 01210

Shannon P. O'Brien

6 Danecca Drive
Whitman, MA 02382

EXHIBIT B

Capital Contributions and Percentage Interests of Members

| <u>Name of Member</u> | <u>Capital Contribution</u> | <u>Percentage Interest</u> |
|-----------------------|-----------------------------|----------------------------|
| Randy L. Facey | \$50,000 | 50.00% |
| Shannon P. O'Brien | \$50,000 | 50.00% |

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Limited Liability Company

Certificate of Organization

(General Laws Chapter 156C, Section 12)

Federal Identification No.: _____

(1) The exact name of the limited liability company:
Greenfield Greenery LLC

(2) The street address of the office in the commonwealth at which its records will be maintained:
120 Fulton Street
Boston Massachusetts, 02109

(3) The general character of the business:
is to (i) engage in the business of farming and related agricultural activities in around Greenfield, Massachusetts and (ii) engage in any lawful activity for which a limited liability may be formed under the laws of the Commonwealth of Massachusetts.

(4) Latest date of dissolution, if specified: _____

(5) The name and street address, of the resident agent in the commonwealth:

| NAME | ADDRESS |
|-------------|---|
| David Dryer | 2 Seaport Lane, Suite 300 Boston MA, 02210 |

(6) The name and business address, if different from office location, of each manager, if any:

| NAME | ADDRESS |
|--------------------|--|
| Randy L. Facey | 120 N. County Road Leyden MA, 01310 |
| Shannon P. O'Brien | 6 Danecca Drive Whitman MA, 02382 |

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

| NAME | ADDRESS |
|--------------------|--|
| Randy L. Facey | 120 N. County Road Leyden MA, 01310 |
| Shannon P. O'Brien | 6 Danecca Drive Whitman MA, 02382 |

(8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

| NAME | ADDRESS |
|--------------------|--|
| Randy L. Facey | 120 N. County Road Leyden MA, 01310 |
| Shannon P. O'Brien | 6 Danecca Drive Whitman MA, 02382 |

(9) Additional matters:

Signed by *(by at least one authorized signatory)*: /s/ Randy L. Facey

Consent of resident agent:

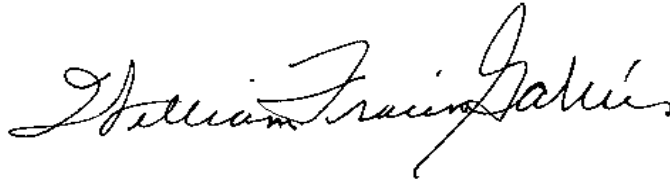
I David Dryer,
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

**or attach resident agent's consent hereto.*

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:

October 01, 2020 05:14 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



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

mass.gov/dor

Letter ID: L1174753600
Notice Date: November 23, 2020
Case ID: 0-000-974-527



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GREENFIELD GREENERY LLC
FULTON STREET BLDG 120
BOSTON MA 02109

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, GREENFIELD GREENERY 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, 8:30 a.m. to 4:30 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

Greenfield Greenery, LLC attests that we are not able to obtain a certificate of good standing from the Department of Unemployment Assistance until we start hiring employees.

The Commonwealth of Massachusetts UI Employer Registration guidelines stat that we need to "return and register once employment begins."



Shannon P. O'Brien

Manager, Greenfield Greenery LLC



Dated

October 6, 2020

Nanette Marchant
Greenfield Greenery LLC
120 Fulton St,
Boston, MA 02109

Dear Nanette

Per our discussions, The Hilb Group of New England, has agreed to procure on behalf of Greenfield Greenery insurance pursuant to the statutory requirements of 935 CMR 500.105(10). This includes, but not limited to the following:

- General Liability including product liability limits for no less than \$1,000,000 per occurrence/ \$2,000,000 aggregate. The deductible will be no higher than \$5,000 per occurrence.
- Workers compensation by statute

We have approached several insurance markets and are very confident that we will obtain coverage for Greenfield Greenery

If you have any questions, please let me know. I look forward to working with you.

Sincerely,



Ellen Bohn Gitlitz
Executive Vice President
508-342-6783
ebohn@hilbgroup.com

Document Reference : bae9b07c-6bcf-4d61-a667-5db00f459012
Document Title : Greenfield Greenery/Charlemont letters
Document Region : Northern Virginia
Sender Name : Ellen Bohn Gitlitz
Sender Email : ebohn@hilbgroup.com
Total Document Pages : 2
Secondary Security : Not Required
Participants

1. Ellen Bohn Gitlitz (ebohn@hilbgroup.com)

Document History

| Timestamp | Description |
|------------------------|--|
| 10/07/2020 12:39PM EDT | Document sent by Ellen Bohn Gitlitz (ebohn@hilbgroup.com). |
| 10/07/2020 12:40PM EDT | Document viewed by Ellen Bohn Gitlitz (ebohn@hilbgroup.com). 209.6.133.107 Mozilla/5.0 (Windows NT 10.0; WOW64; Trident/7.0; rv:11.0) like Gecko |
| 10/07/2020 12:40PM EDT | Ellen Bohn Gitlitz (ebohn@hilbgroup.com) has agreed to terms of service and to do business electronically with Ellen Bohn Gitlitz (ebohn@hilbgroup.com). 209.6.133.107 Mozilla/5.0 (Windows NT 10.0; WOW64; Trident/7.0; rv:11.0) like Gecko |
| 10/07/2020 12:40PM EDT | Signed by Ellen Bohn Gitlitz (ebohn@hilbgroup.com). 209.6.133.107 Mozilla/5.0 (Windows NT 10.0; WOW64; Trident/7.0; rv:11.0) like Gecko |
| 10/07/2020 12:40PM EDT | Document copy sent to Ellen Bohn Gitlitz (ebohn@hilbgroup.com). |



A Massachusetts Marijuana Cultivator

Fall 2020



Overview

- **We are farmers**
- **We want to grow the finest, sun-grown, high quality cannabis**
- **We plan to grow up to 100,000 square feet of canopy** (Tier 11)
 - 100K sf of canopy equals 2.2 acres
 - actual establishment would occupy 5 – 8 acres
- **We expect to generate \$4+ million in 2021** (\$7-\$10 mil in 2022)
- **We will employ 17+ people by end of 2021**
 - We will also hire 10 seasonal workers for 2 – 3 months / year
- **We hope to partner with the City of Greenfield to bring a vibrant agricultural enterprise to the town!**



Mass. Cannabis Market Opportunity

- Demand is dramatically outpacing in-state supply for legal cannabis. This is a large market that is projected to grow much larger. Year to date sales top \$400M (as of Sep 2020).
- This market is still in its very early stages with recreational cannabis only being legalized in 2016.

U.S. Marijuana Market: The Grass Is Getting Greener

Projected growth of U.S. recreational and medical marijuana sales (billion U.S. dollars)



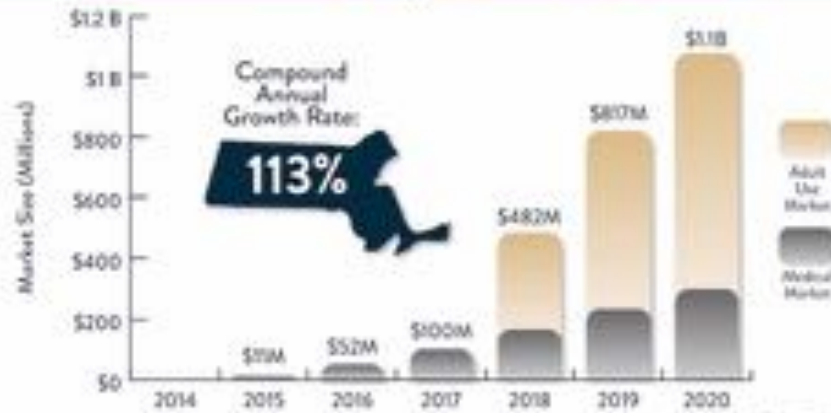
Source: The Cannabis Industry Annual Report

statista



CannaBit

Massachusetts' Legal Cannabis Market



Our Farming Heritage



- The Facey family has been farming in Greenfield and Leyden for over 50 years
- In 1968, Warren and Sandie Facey bought two cows for their children as part of a 4H project
- Now run by Randy and Angie Facey, Bree-Z Knoll Farms has over 200 milking cows (they also farm corn and hay)
- The Faceys are active members of Our Family Farms Dairy Co-op offering high quality milk, preserving traditional farming values
- Our cannabis grow facility will help preserve and protect the agricultural heritage that gives Greenfield its unique rural character
- We are excited to offer future generations an opportunity to make a good living working in agriculture

Our Unique Opportunity



- We are building a great team behind our business combining decades of experience in farming, business, government and security
- A more profitable use of the land will create jobs in Greenfield and Franklin County
- A successful operation will generate needed revenues for the Town
- We seek a Tier 11 Cultivator License from the Mass Cannabis Control Commission to grow up to 100,000 sq ft (2.2 acres) of canopy
- In year two or three, we plan to install solar panels to reduce our carbon footprint as close to zero as possible
- This business will help preserve the unique rural character of the community and operate in a discreet and secure manner

Our Team Today



Randy Facey
Manager

Second Generation Farmer
Bree-Z Knoll Farm

Shannon O'Brien
Manager

Former MA State Treasurer

Former State Sen from
Easthampton

Our Plan

Phase I – Outdoor Grow

- 100,000 sq ft Outdoor Crop Summer 2021
 - 20,000 Grown in Hoop Houses
 - 80,000 Grown outdoors in bags above the ground
- Approx. 3,000 plants generating 1 lbs / plant
 - Wholesale Price of \$1,500 per pound

Phase II – Greenhouse Grow

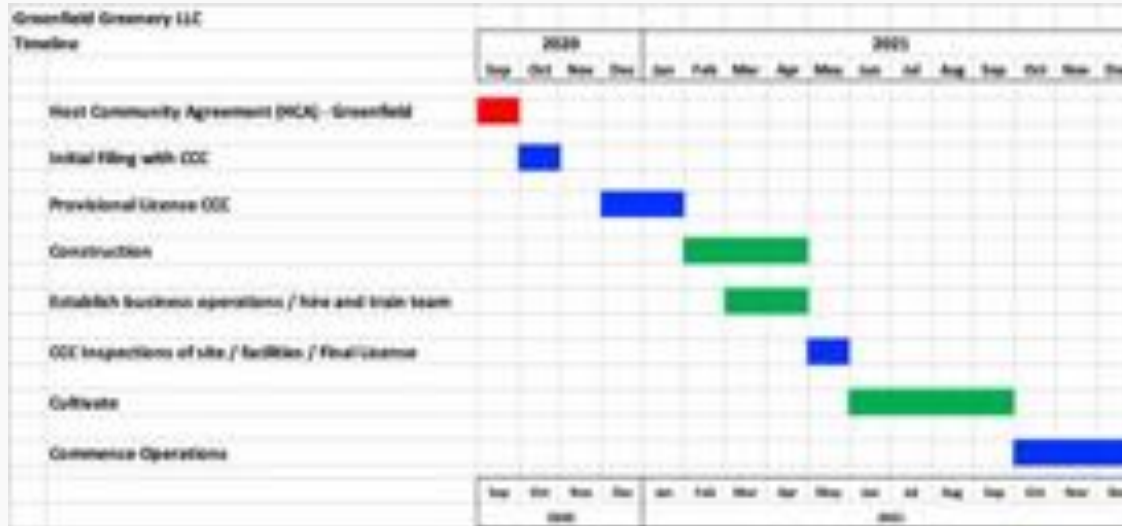
- Build Greenhouses Q1 of 2022 to replace hoop houses
- Begin growing Mar / Apr 2022
- First Harvest July / August 2022
- Aiming for 2 – 3 grow cycles per year (500-750 plants per cycle generating 0.5 – 1.0 lbs per plant)





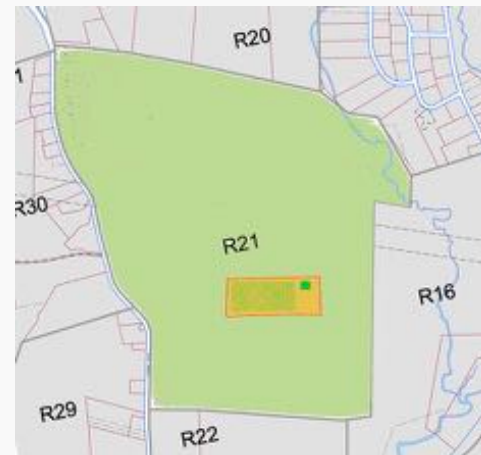
Our Timeline

We will spend the balance of 2020 and the first portion of 2021 getting licensing and building out the growing facility. Then we will begin to cultivate our crop.



Our Farm in Greenfield

- Our farm is located at 493 Leyden Rd, Greenfield MA
- We have 10 acres of leased land amid a 230+ acre parcel owned by the Facey family
- Greenfield is an Area of Disproportionate Impact
- Greenfield Greenery is surrounded by other farms
- We are nearly two miles from the nearest school



Our Financial Estimates

| | 2020 | 2021 | 2022 | 2023 |
|---------------------------|--------------|--------------|--------------|--------------|
| Revenue | \$ - | \$ 3,750,000 | \$ 6,562,500 | \$ 8,000,000 |
| COGS | \$ 120,000 | \$ 2,249,132 | \$ 1,268,120 | \$ 1,350,000 |
| Gross Profit | \$ (120,000) | \$ 1,500,868 | \$ 5,294,380 | \$ 6,650,000 |
| Operating Expenses | \$ 120,714 | \$ 2,015,661 | \$ 1,939,042 | \$ 2,000,000 |
| Operating Profit | \$ (240,714) | \$ (514,792) | \$ 3,355,338 | \$ 4,650,000 |

In Conclusion

- Experienced local farmers supported by a great business and operating team
- We will build a successful, profitable enterprise in Greenfield
- Focused on security and compliance
- New tax revenues to the town
- Employment for local farmers and other residents
- We ask for a Host Community Agreement so we can begin this exciting project



EXPEDITED TREATMENT REQUIRED *

Greenfield Greenery LLC Separating recreational from medical operations

Separating recreational from medical operations.

Not Applicable.

* Under the Cannabis Control Commission's Expedition Policy, dated September 12, 2019, the Commission is required to expedite review of outdoor cultivation applications. See CCC Guidance on Licensure (January, 2020) at 41-42. Furthermore, under the Commission's draft regulations—posted July 24, 2020 for public comment—an "Expedited Applicant means an applicant for a[n] ... Outdoor Marijuana Cultivator license." See CCC Draft Regulations(July 24, 2020) at 935 CMR 500.002 "Definitions"; see also *id.* at 935 CMR 500.101(5) ("Following the review of applications submitted by priority applicants, applications submitted by Expedited Applicants shall be reviewed.").

Greenfield Greenery LLC Restricting Access to age 21 and older

This is a summary of our standard operating procedures on restricting access to age 21 and older and all other security measures in accordance with 935 CMR 500.110;

Our Marijuana Establishment shall implement sufficient security measures to restrict access to age 21 and older, deter theft or diversion of Marijuana and Marijuana Products, prevent unauthorized entrance into areas containing Marijuana and Marijuana Products and ensure the safety of Marijuana Establishment employees, consumers and the general public. We will take the appropriate security measures to protect the premises, employees, Marijuana Establishment Agents, consumers and general public in accordance with 935 CMR 500.110 and any other applicable local or state laws. Each Agent of the Company shall be required to follow these policies and procedures.

We are working with the appropriate local authorities and 3rd party vendors in the design and execution of our security plan and these measures include but are not limited to:

- There will be secure, locked gates kept in good working order which can only be accessed by authorized persons only with the use of a key card and that are 21 years old or older.
- Our outdoor grow space and any other spaces including areas used for the production, cultivation, harvesting, processing or storage of Marijuana or Marijuana Products will be fenced securely locked and protected in accordance with Cannabis Commission guidelines to protect against intrusion, theft and destruction either by humans or wildlife and to ensure public safety.
- In addition, we will have CCTV cameras pointing both inside and outside the fencing and these cameras will be monitored 24/7 by a third-party service.
- The final draft plan will also take into account buffer zones, limited access areas, security and alarm requirements operating an open cultivation facility and incident reporting.

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

☐ All visitors must be 21 years of age or older. *935 CMR 500.002*

Greenfield Greenery LLC

Procedures for Quality Control and Testing

This is a summary of our standard operating procedures for quality control and testing for potential contaminants. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160 and any other applicable local and state laws. Each Agent of the Company shall be required to follow these policies and procedures. No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160.

Quality Control and Testing of Marijuana and Marijuana products:

- All marijuana and marijuana products will be capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.
- All testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the current protocols issued by the CCC for adult use marijuana at the time needed for quality control and testing.
- Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the current protocols for sampling and analysis issued by the CCC for adult use marijuana.
- Based on acceptable limits established by the CCC for adult use marijuana, we shall develop written policies for responding to laboratory test results that indicate contaminant levels are above acceptable limits. The policy will include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification must be from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly. The notification from our company will detail a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination, on a case by case basis.
 - We will maintain the results of all testing for no less than one year.
 - The sale of seeds is not subject to these testing provisions.
 - Clones are subject to these testing provisions, but are exempt from testing for metals.
 - All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with 935 CMR 500.105(13).
 - All excess marijuana must be disposed in compliance with 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; and
 - No marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.
- We will also ensure that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed and that there is written documentation of the disposition of the marijuana in compliance with 935 CMR 500.105(12)
- We will also ensure that procedures pertaining to voluntary and mandatory recalls of marijuana and marijuana products 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.

- In selling or otherwise transferring marijuana to another Marijuana Establishment, we shall provide documentation of its compliance, or lack thereof, with the testing requirements of 935 CMR 500.160.
- ☐ Ensuring that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
- Well cured and generally free of seeds and stems;
 - Free of dirt, sand, debris, and other foreign matter;
 - Free of contamination by mold, rot, other fungus, and bacterial diseases;
 - Prepared and handled on food-grade stainless steel tables; and
 - Packaged in a secure area. *935 CMR 500.105(3) (required for cultivators, product manufacturers, microbusiness, and craft marijuana cooperatives)*
- ☐ All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.
- ☐ Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
- Maintaining adequate personal cleanliness; and
 - Washing hands appropriately. *935 CMR 500.105(3)*
- ☐ Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. *935 CMR 500.105(3)*
- ☐ There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. *935 CMR 500.105(3)*
- ☐ Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests. *935 CMR 500.105(12). 935 CMR 500.105(3)*
- ☐ Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. *935 CMR 500.105(3)*
- ☐ All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. *935 CMR 500.105(3).*
- ☐ All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. *935 CMR 500.105(3)*
- ☐ Water supply shall be sufficient for necessary operations. *935 CMR 500.105(3)*
- ☐ Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. *935 CMR 500.105(3)*
- ☐ The establishment shall provide its employees with adequate, readily accessible toilet facilities. *935 CMR 500.105(3)*
- ☐ Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. *935 CMR 500.105(3)*

Greenfield Greenery LLC Personnel Policies Including Background Checks

We shall comply with relevant state and local laws, and federal labor laws including but not limited to, 935 CMR 500.105, in order to hire, train, and protect the interests of the Company, its employees, and its customers in a manner consistent with public health and safety.

The Company shall carefully select each employee based on personal and work history, and the Company shall perform extensive reference checks. We are an equal opportunity employer. Recruitment will rely on written diversity plan and plan to positively impact the community to guide and instruct on the Company's hiring and promotion practices.

As part of the onboarding process, Company shall register each new employee as an Establishment Agent ("Agent") with the Cannabis Control Commission (the "Commission") and provide each Agent with detailed training and written information as part of the initial training process, including an employee handbook, in both paper and electronic formats.

935 CMR 500.030(1) requires that a Marijuana Establishment shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with that Marijuana Establishment. The Commission shall issue a registration card to each individual determined to be suitable for registration.

The applicant for an Agent Card shall be:

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

In the process of on-boarding an Agent and applying for the Agent Card, the Company shall obtain the following applicant information and documentation:

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. 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;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. 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;
6. Background information, including, as applicable:
 - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;

- c. 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;
 - d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant;
7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
 8. Any other information required by the Commission.
 9. A Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom the Marijuana Establishment seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.

Policies highlighted in the employee handbook we shall provide to each new hire shall include the following:

1. The Company mission and values
2. Agent Registration requirements and instructions
3. MA Adult Use Regulatory compliance
4. Standards of conduct
5. Information on the “Responsible Vendor Program” as required by 935 CMR 500.105(2)(b)
6. Work attendance and punctuality
7. Protocols for requesting time off and sick days
8. Standards for attire and personal hygiene
9. Email/internet usage and monitoring
10. Social media
11. Protection of confidential information
12. Workplace security and safety policies, i.e., security protocols, emergency protocols, zero-tolerance weapons at work policy.
13. Zero-tolerance workplace drug and alcohol policy, including drug testing policy.
14. Disciplinary protocols, including a policy for the immediate dismissal of any marijuana establishment agent who has:
 - a. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - b. Engaged in unsafe practices with regard to the operation of the Marijuana Establishment, which shall be reported to the Commission;
 - c. Violated the zero-tolerance workplace drug and alcohol policy; or
 - d. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
15. Information for employee compensation and benefits.

Greenfield Greenery LLC Record Keeping Procedures

This is a summary of our standard operating on record-keeping. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following: (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 tracking records for all marijuana products as required by 935 CMR 500.105(8)(e); (d) Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9); A staffing plan and staffing records in compliance with 935 CMR 500.105(9); and any other applicable local and state laws. Each Agent of the Company shall be required to follow these policies and procedures.

Records of a Marijuana Establishment must be available for inspection by the Commission, upon request. The records of a Marijuana Establishment shall be maintained in accordance with generally accepted accounting principles.

A Marijuana Establishment shall immediately upon request make available to the Commission all information that may be relevant to a Commission inspection, or an investigation of any incident or complaint.

Personnel records:

- Personnel policies and procedures;
- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions; 935 CMR: CANNABIS CONTROL COMMISSION 500.105: continued
- 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:
 - all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - documentation of verification of references;
 - All background check reports obtained in accordance with 935 CMR 500.030. (e)
 - the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - documentation of periodic performance evaluations;
 - a record of any disciplinary action taken; and
 - notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions

Business records:

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

- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- Waste disposal records as required under 935 CMR 500.105(12); and
- Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

Disposal records:

- When marijuana products or waste is disposed or handled, the Marijuana Establishment must 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 Marijuana Establishment Agents present during the disposal or other handling, with their signatures.
 - No fewer than two Marijuana Establishment Agents must witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12).
 - Marijuana Establishments shall keep these records for at least three years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Vehicle records:

- Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
- A vehicle used for transporting marijuana products must be:
 - owned or leased by the Marijuana Establishment or the Marijuana Transporter;
 - Properly registered, inspected, and insured in the Commonwealth (documentation of such status shall be maintained as records of the Marijuana Establishment or the Marijuana Transporter, and shall be made available to the Commission upon request);
- 24- hour recordings from all video cameras that are available immediate viewing by the Commission upon request and that are retained for at least 90 calendar days. 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;
- All security system equipment and recordings shall be maintained in a secure location so as to prevent theft, loss, destruction and alterations.

Cultivation, production and distribution records:

- In addition to the written operating policies required under 935 CMR 500.105(1), a Marijuana Cultivator shall maintain written policies and procedures for the cultivation, production or distribution of marijuana, as applicable, which shall include but not be limited to:
 - Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
 - Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;

- Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
 - Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11); and
 - Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.
- The Commission or its agents may inspect a Marijuana Establishment and affiliated vehicles at any time without prior notice in order to determine the Marijuana Establishment's compliance with St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000. All areas of a Marijuana Establishment, all marijuana establishment agents and activities, and all records are subject to such inspection. Acceptance of a license by a Marijuana Establishment constitutes consent for such inspection.

Greenfield Greenery LLC Maintaining of Financial Records

This is a summary of our standard operating procedures for maintenance of financial records. Our plan for the Maintenance of Financial Records is designed to be a subset of our overall Record Keeping Policies and Procedures and adhere to those procedures in all respects.

Procedures are for maintenance of financial records in compliance with 935 CMR 500.105(9); and any other applicable local and state laws regulating Company records in a manner that does not endanger the Company's proprietary and private information, or public health and safety. Each Agent of the Company shall be required to follow these policies and procedures

The Company will maintain financial records in accordance with generally accepted accounting principles ("GAAP") when appropriate and in a confidential and secure fashion. The documentation and financial record-keeping SOPs will satisfy all statutory compliance requirements and enable the Company to report required information to the Cannabis Control Commission (the "Commission") and maintain complete transparency to anyone with a financial interest in the Company while maintaining privacy and security of proprietary information.

These Record Keeping Policies and Procedures include but are not limited to the following:

- Scope and Intent of our Record Keeping
- Why we create records
- What records we will create
- Guidelines for creating records
- Authorization and access control
- Record Retention
- Physical Records
- Electronic Records
- Data retention
- Discarding Records
- Document and Record destruction
- Confidentiality

Document Security

Our financial records are by their nature confidential. Access to electronic systems (eg QuickBooks, Dropbox, etc) will be restricted by password control to our financial and management team. We will maintain strict hierarchical access control within our electronic applications and data services so that only those within the organization will have access to those areas that they need to do their job while also restricting access on a need to know basis.

Financial Records

- We use QuickBooks (or similar) to maintain the financial books and records of the company.
- We use spreadsheets to track, report and do analysis of the data from our financial system.
- We may select a software vendor for tracking seed-to-sale and to interface with the CCC's METRC software system.
- We will store all reports, management accounts, analyses, and scanned documents in Dropbox.
- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

- Sales records including the quantity, form, and cost of marijuana products; and
- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

The Company shall maintain financial records and retention periods:

| Record Type | Retention Period |
|---|-------------------------|
| Accounts Payable ledgers and schedules | 7 years |
| Accounts Receivable ledgers and schedules | 7 years |
| Annual Audit Reports and Financial Statements | Permanent |

We will perform spot checks and review records.

- Spot checks: Supervisor and outside accountants will perform spot checks with filing records and current physical files. Supervisor will perform the spot checks on regular and unannounced times.
- Review - File Records: Supervisor will review and confirm that File Records will be catalogued and stored for annual reviews.

Those procedures will also be filed separately with the CCC.

Greenfield Greenery LLC Qualifications and Training Summary

All new marijuana establishment agents shall complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent (“Agent”), and at a minimum, every Agent shall complete within 90 days of hiring the Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, Agents shall receive eight hours of on-going training annually. We will maintain a record of all trainings. We shall comply with 935 CMR 500.105 and all applicable local and state laws.

Employee Qualifications

The Company intends to hire and train all of the necessary staff for the cultivation facility, including, but not limited to the following:

Master Grower

The Master Grower is in charge of overseeing the overall grow operation for all indoor, greenhouse, and outdoor cultivation. He/she maintains the environment for the indoor grow container room and trains others to do the job while he/she is away. The Master Grower is responsible for maintaining the schedule and ensuring the method is followed according to specs and protocols as set forth by our company. The Master Grower shall be responsible for maintaining daily detailed records that document changes in nutrients, environmental conditions, pests, disease, and lighting, for future reference, guidance, and consistency. The Master Grower shall manage and responsible for all day-to-day cultivation operations, including daily monitoring and management for cultivation, nutrition, irrigation, pests, and disease. The Company prefers 3 years of industry cultivation or similar experience.

Assistant Grower/Cultivation Supervisor

The Assistant Grower/Cultivation Supervisor oversees the cultivation staff and acts as head grower whenever the Master Grower is unavailable and must know everything the Master Grower knows, to maintain the day to day operations of the cultivation site including compliance and training the remainder of the crew.

Inventory Manager

The Inventory Manager is in charge of keeping an accurate inventory of all cannabis products in the cultivation facility as well as setting up orders for materials and purchasing or selling marijuana and marijuana products.

General Cultivation Staff

The General Cultivation Staff shall be trained to do everything from mixing potting mix, potting plants, cloning, pruning, trellising, harvesting, and watering plants, disposing of waste material, to trimming harvested flower, packaging it for sale, and recording inventory and waste for the Company’s marijuana tracking and reporting system required by the Adult Use Regulations. They are also responsible for preparing raw material for curing. This entails cutting the buds off the branches and getting them ready for the Master Grower to cure.

The Company will look for the following qualifications in all employees:

1. Honesty, Integrity, and Growth-mindset.
2. Self-motivated and able to work in a team.
3. Organizational Skills.
4. Ability to perform rigorous and repetitive manual labor.
5. 21 years of age or older.
6. Ability to pass a background check with no prohibited criminal offenses 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;

7. Suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802. However, no one shall be excluded from employment solely on the basis of offenses related to possession of controlled substances under M.G.L. c. 94C Section 34, or an equivalent conviction in another jurisdiction.
8. Some horticulture, gardening, and/or farming experience preferred, but not required except for Masters which require 3 year experience.

Training Upon Hiring

1. Orientation to company culture and policies.
2. Diversity
3. Positive Impact Plan
4. Within 90 days of hiring, Responsible Vendor Program as required by 935 CMR 500.105(2)(b).
5. Security and workplace safety training.
6. Record keeping and compliance training.
7. Technical training
 - a. Planting
 - b. Trellising
 - c. Pruning
 - d. Harvesting
 - e. Trimming
 - f. Packaging & inventory
 - g. Waste disposal and Composting plant: health, pest, disease monitoring

On-going Training

8. Annual Responsible Vendor Program as required by 935 CMR 500.105(2)(b) prior to each employee's hiring anniversary date.
9. Quarterly record keeping and compliance training.
10. Quarterly Security training.
11. Quarterly Technical training.
 - a. Soil science and microbiology
 - b. Nutrient balancing
 - c. Irrigation
 - d. Botany/Horticulture
 - e. Composting

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

☐ All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available. *935 CMR 500.105(2)*

☐ All new employees shall complete the Responsible Vendor Program within 90 days of being hired. *935 CMR 500.105(2)*

☐ Responsible Vendor Program documentation must be retained for four (4) years. *935 CMR 500.105(2)*

Greenfield Greenery LLC Energy Compliance Plan

We shall comply with 935 CMR 500.105(15) and all other applicable state and local laws regulating the cultivation of marijuana for adult use in order to maximize energy efficiency and conservation.

In connection with the marijuana establishment (“ME”) operations, we strive

(a) to identify potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and plan to implement such opportunities;

(b) to consider 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;

(c) to strategize to reduce electric demand (such as lighting schedules, active load management, and energy storage); and

(d) to engage with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

PLAN

We will ensure our cultivation facility strives for energy efficiency, while adhering to the requirements of 935 CMR 500.000 et al. Each Agent of the Company shall be required to follow these policies and procedures.

The cultivation facility shall satisfy or exceed minimum energy efficiency and equipment standards established by the Commission and shall meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management.

Potential Energy Use Reduction. We shall adopt and use additional best management practices as determined by the Commission 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. The policies and procedures, at a minimum, shall be in compliance with 935 CMR 500.105(15).

Renewable Energy. We shall, where applicable, submit building plans showing where energy generators like solar panels could be placed on the site.

Reduction of Electricity Demand. We shall seek to institute lighting schedules, active load management, and energy storage where applicable. For outdoor cultivation, the Company shall utilize ecological agricultural practices. The Company's cultivation methodology is based on the use of sun, soil, and water, natural energy.

Programs. We shall seek to engage with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

All our facilities shall comply with the following minimum energy efficiency and equipment standards:

1. The building envelope for all facilities shall meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.
2. The Lighting Power Densities (LPD) for cultivation space shall not exceed an average of 36 watts (or 50 watts for Tier 1 or Tier 2 Cultivation) per gross square foot of active canopy.
3. All 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).

Greenfield Greenery LLC

Restricting Access to age 21 and older

This is a summary of our standard operating procedures on restricting access to age 21 and older and all other security measures in accordance with 935 CMR 500.110;

Our Marijuana Establishment shall implement sufficient security measures to restrict access to age 21 and older, deter theft or diversion of Marijuana and Marijuana Products, prevent unauthorized entrance into areas containing Marijuana and Marijuana Products and ensure the safety of Marijuana Establishment employees, consumers and the general public. We will take the appropriate security measures to protect the premises, employees, Marijuana Establishment Agents, consumers and general public in accordance with 935 CMR 500.110 and any other applicable local or state laws. Each Agent of the Company shall be required to follow these policies and procedures.

We are working with the appropriate local authorities and 3rd party vendors in the design and execution of our security plan and these measures include but are not limited to:

- There will be secure, locked gates kept in good working order which can only be accessed by authorized persons only with the use of a key card and that are 21 years old or older.
- Our outdoor grow space and any other spaces including areas used for the production, cultivation, harvesting, processing or storage of Marijuana or Marijuana Products will be fenced securely locked and protected in accordance with Cannabis Commission guidelines to protect against intrusion, theft and destruction either by humans or wildlife and to ensure public safety.
- In addition, we will have CCTV cameras pointing both inside and outside the fencing and these cameras will be monitored 24/7 by a third-party service.
- The final draft plan will also take into account buffer zones, limited access areas, security and alarm requirements operating an open cultivation facility and incident reporting.

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

☐ All visitors must be 21 years of age or older. *935 CMR 500.002*

Greenfield Greenery LLC

Diversity Plan

Summary

Greenfield Greenery LLC shall promote equity among the following demographics:

1. Women
2. Minorities
3. Veterans
4. Persons with disabilities, and
5. LGBTQ+

Goals

Greenfield Greenery LLC's goal is to promote equity by focusing on attracting, contracting, hiring, promoting, and retaining employees, managers, members, executives, contractors and service providers among minorities, women, veterans, people with disabilities, and LGBTQ+.

We will also emphasize hiring individuals from the above populations from local talent pools when possible and we will achieve this with informed recruiting and hiring practices, educational programs, promoting from within the organization, diversity training, regular work and salary reviews and employee retention through work flexibility, autonomy and professional development to suit our company and team member's career goals.

The goals will include but not be limited to the following:

1. Employing individuals in the above-listed demographics for entry level, management and executive positions in our Marijuana Establishment and providing the tools to ensure their success. 30% of our employees will identify as a member of one or more of the following populations of minorities, women, veterans, people with disabilities, and LGBTQ+.

| % | Demographic |
|-----|--------------------------------|
| 40% | Women |
| 10% | Minorities |
| 30% | Veterans |
| 10% | Persons with disabilities; and |
| 10% | LGBTQ+ |

2. Providing access and assisting individuals in the above-listed demographics to achieve their goal of entering the adult-use marijuana industry in Massachusetts by holding two 4 hour educational sessions every year on the employment available in the cannabis industry and planning for and running a Cannabis Business in Massachusetts.

3. Obtaining quotes and bids regularly from the above-listed demographics to make sure that we are both diverse in our internal workforce as well as our contracting work and service providers for our Marijuana Establishment. Obtaining quotes and bids from 4 businesses or service providers per year that are owned

or have a large percentage of employees in the above-listed demographics when we look to hire outside contracting work and service providers for our Marijuana Establishment.

4. Bi-annual internal diversity training to create a comfortable and inclusive workforce that is, creative and innovative with varied perspectives.

Programs in Diversity Plan

1. We will recruit people from the above demographics twice a year with the use of targeted publications and work with organizations stating that we are looking to hire diverse candidates including women, minorities, persons with disabilities and LGBTQ+.

- a. Organizations will include MassHire Franklin Hampshire Career Center and Partners For Community
- b. Publications will include Greenfield Recorder, Militaryhire.com, mpnDiversityJobs.com, military.com and therainbowtimesmass.com.
- c. During our biannual recruiting we will circulate and keep our diversity goals present for team members.

2. Emphasize employee retention and promoting from within our organization for the above-listed demographics, realizing this goal by helping to bridge any skill gaps for internal applicants through training, mentoring and professional development.

- a. Emphasize employee retention through work flexibility, autonomy, professional development, career goal focus making sure that this diverse group is able to continue an upward trajectory in their cannabis careers.
- b. We will meet with our current employees twice a year to discuss their needs for additional training, mentoring or professional development
- c. Provide 2 employee professional development sessions per year with management
- d. Encourage internal candidates apply for positions during our biannual recruitment
- e. Bi-annual work and compensation reviews with company management to make sure that work products are continually assessed and salary parity is achieved. This gives upper management multiple yearly opportunities to recognize and reward diverse employees.

3. Provide access to the cannabis industry by having an educational session for individuals falling into the above-listed demographics by holding two sessions per year, for 4 hours, for up to 25 people on employment opportunities, planning for and running a Cannabis Business in Massachusetts

- a. Business topics will include the type of jobs available in the industry, business planning, finance, operations, farming and licensing in the cannabis industry.
- b. People who attend the above sessions will learn about our job openings and biannual recruiting.

4. Obtaining quotes and bids regularly from the above-listed demographics to make sure that we are both diverse in our internal workforce as well as our contracting work and service providers for our Marijuana Establishment.

5. Bi-annual internal diversity training to create a comfortable and inclusive workforce that is, creative and innovative with varied perspectives. All employees will be required to attend.

- a. Topics will include race, color, ethnicity, language, nationality, sexual orientation, religion, gender, socio-economic status, age, and physical and mental ability and the manner in which our company can all work together to be creative and innovative with varied perspectives.

Measurement

The Company will measure the success of this plan using the following metrics:

1. The number of positions created since initial licensure.
2. The number of individuals from the above-listed demographic groups who were hired and retained in an entry level, management or executive position making sure we are successful in recruiting 30% of individuals who identify as a member of one or more of the above discussed populations of minorities, women, veterans, people with disabilities, and LGBTQ+.
3. The number of cannabis educational events making sure we hold two per year reaching the above-listed demographics to provide access to the marijuana industry.
4. The number of people attending the two cannabis educational events and which demographic they belong to.
5. The number of quotes and bids from businesses or service providers per year that are owned or have a large percentage of employees in the above-listed demographics when we look to hire outside contracting work and service providers for our Marijuana Establishment to make sure that we get at least 4 bids per year.
6. The number of internal diversity training sessions per year to make sure that we hold two per year, where all employees will be required to attend.

We shall institute and process to evaluate the plan's progress quarterly in preparation to make sure that we are on track to meet our annual equity goals and the plan will also be documented annually for demonstrating success upon renewal.

1. The applicant 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; and
2. 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.