



## Massachusetts Cannabis Control Commission

### Marijuana Product Manufacturer

#### General Information:

License Number: MP282184  
Original Issued Date: 06/20/2022  
Issued Date: 06/20/2022  
Expiration Date: 06/20/2023

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Greenway Cultivation, LLC

Phone Number: 845-419-8311  
Email Address: efeldmangreenwaycultivation@gmail.com

Business Address 1: 70 West River Street	Business Address 2:
Business City: Orange	Business State: MA
	Business Zip Code: 01364
Mailing Address 1: 70 West River Street	Mailing Address 2:
Mailing City: Orange	Mailing State: MA
	Mailing Zip Code: 01364

### 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: 20  
Percentage Of Control: 20  
Role: Owner / Partner  
Other Role:

First Name: Eric Last Name: Feldman Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: Decline to Answer  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 20 Percentage Of Control: 20  
Role: Owner / Partner Other Role:  
First Name: Tucker Last Name: Thiele Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: Decline to Answer  
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 20 Percentage of Ownership: 20  
Entity Legal Name: WWM, LLC Entity DBA: DBA  
City:  
Entity Description: Investor entity in Greenway Cultivation, no member of WWM individually holds more than 10% ownership or control or Greenway Cultivation  
Foreign Subsidiary Narrative:  
Entity Phone: 781-424-6286 Entity Email: ryan@wilsongroupre.com Entity Website:  
Entity Address 1: 54 Overlook Road Entity Address 2:  
Entity City: Westminster Entity State: MA Entity Zip Code: 01473  
Entity Mailing Address 1: 54 Overlook Rd Entity Mailing Address 2:  
Entity Mailing City: Westminster Entity Mailing State: MA Entity Mailing Zip Code: 01473  
Relationship Description: This entity represents three individual investors in Greenway Cultivation as a partnership. It directly holds 20% ownership and 20% control, which is divided equally amongst the members.

Entity with Direct or Indirect Authority 2

Percentage of Control: 36.7 Percentage of Ownership: 36.7  
Entity Legal Name: Greenway Cultivation Investment Holdco, LLC Entity DBA: DBA  
City:  
Entity Description: Holder of reserve units in Greenway Cultivation  
Foreign Subsidiary Narrative:  
Entity Phone: 845-419-8311 Entity Email: efeldmangreenwaycultivation@gmail.com Entity Website:  
Entity Address 1: 70 West River Street Entity Address 2:  
Entity City: Orange Entity State: MA Entity Zip Code: 01364  
Entity Mailing Address 1: 70 West River Street Entity Mailing Address 2:  
Entity Mailing City: Orange Entity Mailing State: MA Entity Mailing Zip Code: 01364  
Relationship Description: This entity holds 36.5% of equity in Greenway Cultivation that is intended for future investors as part of a raise. If any investor would hold over 10% ownership or control as a result of their investment, they will be added to this application or a change of ownership and control filing will be submitted as appropriate. Currently, this entity is held by Eric Feldman, Tucker Thiele,

and WWM, LLC until future investors are identified.

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Eric Last Name: Feldman Suffix:

Types of Capital: Monetary/ Other Type of Total Value of the Capital Provided: Percentage of Initial Capital:  
Equity Capital: \$39555.85 100

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 70 West River Street

Establishment Address 2:

Establishment City: Orange Establishment Zip Code: 01364

Approximate square footage of the Establishment: 38000 How many abutters does this property have?: 31

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Greenway Cultivation_HCA Certification.pdf	pdf	622a6183e449f407967dc949	03/10/2022
Plan to Remain Compliant with Local Zoning	Orange Zoning Compliance Plan.pdf	pdf	622a61967641f907553eb2e3	03/10/2022
Community Outreach Meeting Documentation	Greenway COM Packet 2.0.pdf	pdf	624da8a353957f0008773ac5	04/06/2022
Community Outreach Meeting Documentation	COM email to CCC.pdf	pdf	624da8a9c91bef0009586fb6	04/06/2022

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	GC PIP.pdf	pdf	622a61ab09efaa0768b9119c	03/10/2022

## ADDITIONAL INFORMATION NOTIFICATION

Notification:

## INDIVIDUAL BACKGROUND INFORMATION

### Individual Background Information 1

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

### Individual Background Information 2

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

## ENTITY BACKGROUND CHECK INFORMATION

### Entity Background Check Information 1

Role: Investor/Contributor Other Role:  
Entity Legal Name: WWM, LLC Entity DBA:  
Entity Description: Investor entity in Greenway Cultivation, no member of WWM individually holds more than 10% ownership or control or Greenway Cultivation  
Phone: 781-424-6286 Email: ryan@wilsongroupe.com  
Primary Business Address 1: 54 Overlook Rd Primary Business Address 2:  
Primary Business City: Westminster Primary Business State: MA Principal Business Zip Code: 01473  
Additional Information:

### Entity Background Check Information 2

Role: Other (specify) Other Role: Investment holding company  
Entity Legal Name: Greenway Cultivation Investment Holdco, LLC Entity DBA:  
Entity Description: Holder of reserve units in Greenway Cultivation  
Phone: 845-419-8311 Email: info@greenwayholdco.com  
Primary Business Address 1: 70 West River Street Primary Business Address 2:  
Primary Business City: Orange Primary Business State: MA Principal Business Zip Code: 01364  
Additional Information:

## MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	GC Articles.pdf	pdf	622a640c9ca34b074e7a0d5a	03/10/2022
Bylaws	GC OA.pdf	pdf	622a641b2882b60773c1e43d	03/10/2022
Articles of Organization	Greenway Articles 2019.pdf	pdf	622ba6f1177b01078937f1e1	03/11/2022
Department of Revenue - Certificate of Good standing	DUA Affidavit - GC.docx.pdf	pdf	622ba7384dd71307b79cf71d	03/11/2022



Department of Revenue - Certificate of Good standing	GC DOR COGS 3.22.pdf	pdf	622f2fa9440815076f4174a1	03/14/2022
Secretary of Commonwealth - Certificate of Good Standing	GC CORP COGS 3.22.pdf	pdf	623b291594e8800009892677	03/23/2022

No documents uploaded

Massachusetts Business Identification Number: 001405072

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	GC Business Plan.pdf	pdf	622a642d09efaa0768b911cb	03/10/2022
Proposed Timeline	GC Timeline.pdf	pdf	622a64387641f907553eb311	03/10/2022
Plan for Liability Insurance	GC Insurance Plan.pdf	pdf	622a64409ca34b074e7a0d60	03/10/2022

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Sample of unique identifying marks used for branding	GC_Samples_of_unique_identifying_marks_used_for_branding.docx.pdf	pdf	622bb94317ef97077a7699df	03/11/2022
Separating recreational from medical operations, if applicable	Separation_Not_Applicable_-_AU_Only.docx.pdf	pdf	622bb95d09efaa0768b91912	03/11/2022
Restricting Access to age 21 and older	GC_Policy_for_Limiting_Access_to_Age_21_and_Older.docx.pdf	pdf	622bb96d09efaa0768b91916	03/11/2022
Security plan	GC_Security_Plan.docx.pdf	pdf	622bb977440815076f417209	03/11/2022
Prevention of diversion	GC_Prevention_of_Diversion_SOP.docx.pdf	pdf	622bb981e938dd07a5f52a99	03/11/2022
Storage of marijuana	GC_Storage_SOP.docx.pdf	pdf	622bb9926670b20768e7ecdd	03/11/2022
Transportation of marijuana	GC_Transportation_of_Marijuana_SOP.docx.pdf	pdf	622bb9a00034de07b09497f7	03/11/2022
Inventory procedures	GC_Inventory_and_Tracking_SOP.pdf	pdf	622bba862882b60773c1ebc2	03/11/2022
Quality control and testing	GC_Quality_Control_and_Product_Testing.docx.pdf	pdf	622bbaa07641f907553eba2d	03/11/2022

Dispensing procedures	GC_Dispensing_Policy_and_Procedure.docx.pdf	pdf	622bbaa89ca34b074e7a14cc	03/11/2022
Personnel policies including background checks	GC_Personnel_Policies_including_Background_Checks.docx.pdf	pdf	622bbab117ef97077a769a01	03/11/2022
Record Keeping procedures	GC_Record_Keeping_Procedure.docx.pdf	pdf	622bbaec177b01078937f30d	03/11/2022
Maintaining of financial records	GC_Maintenance_of_Financial_Records_SOP.docx.pdf	pdf	622bbafc43c5a4074731a436	03/11/2022
Diversity plan	GC_Diversity_Plan.docx.pdf	pdf	622bbb129ca34b074e7a14da	03/11/2022
Safety Plan for Manufacturing	GC_Safety_Plan.docx.pdf	pdf	622bbb409ca34b074e7a14de	03/11/2022
Plan to Obtain Marijuana	GC_Plan_to_obtain_marijuana.docx.pdf	pdf	622bbb4843c5a4074731a440	03/11/2022
Energy Compliance Plan	GC Energy Compliance SOP 2.0.pdf	pdf	624da8d953957f0008773bba	04/06/2022
Qualifications and training	GC Qualifications and Training 2.0.pdf	pdf	624da8e853957f0008773c09	04/06/2022
Types of products Manufactured.	GC Types of MIP Products Manufactured 3.0.pdf	pdf	6269cf66560e3c000882fd48	04/27/2022
Method used to produce products	GC Methods of MIP Products Manufactured 3.0.pdf	pdf	6269cf70560e3c000882fd5f	04/27/2022

## ATTESTATIONS

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

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

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

### Notification:

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

#### HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 8:00 PM
Tuesday From: 7:00 AM	Tuesday To: 8:00 PM
Wednesday From: 7:00 AM	Wednesday To: 8:00 PM
Thursday From: 7:00 AM	Thursday To: 8:00 PM
Friday From: 7:00 AM	Friday To: 8:00 PM
Saturday From: 7:00 AM	Saturday To: 8:00 PM
Sunday From: 7:00 AM	Sunday To: 8:00 PM



## Host Community Agreement Certification Form

### Instructions

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

### Certification

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

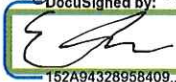
1. Name of applicant:

Greenway Cultivation, LLC

2. Name of applicant's authorized representative:

Eric Feldman

3. Signature of applicant's authorized representative:

  
152A94328958409...

4. Name of municipality:

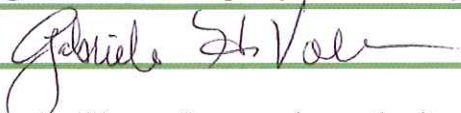
Orange

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

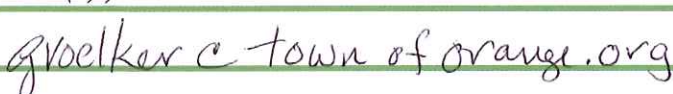
Gabriele Voelker



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



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



8. Host community agreement execution date:





## Orange Zoning Plan

Greenway Cultivation's management team will be responsible for keeping up with all zoning matters and compliance thereof. The Corner Emporium representatives began meeting with the Town of Orange Economic Development Office, and other Town agencies prior to application, and has kept up an extremely close relationship with the Town.

Greenway Cultivation has obtained all necessary municipal special permits and Host Community Agreements required to obtain a license for Cultivation and Manufacturing Adult Use of Marijuana program for the 70 West River Street Site. There is no cap on the amount of such licenses in the town.

The Town issued a Special Permit for the use, which will be in effect for the duration for Greenway Cultivation's occupancy of the site. There is no specific Marijuana Cultivation and Manufacturing zoning bylaw, but the town has classified the use as Manufacturing. Such uses are allowed by Special Permit in the "A(c)" zone, which is the zone where 70 West River Street is located. There is no intent to move the facility or operate out of any other location.

The location is in compliance with all relevant zoning requirements and a Special Permit has been issued. The governing bylaw is Orange Zoning Bylaws Sections 2200 (use regulations) and 5300 (special permits)

Greenway Cultivation progressing on the path to licensure with the CCC should be considered sufficient exercise of the Permit rights. Renewals of the Permit are in the discretion of the Planning Board so long as the failure to complete work in the time period is for good cause, such as unforeseen delays in buildout or licensure.

Once the permit has been exercised and recorded, it is attached to the project for the duration of the use and need not be renewed.



# 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): 10/18/21
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

10/4/21

b. Name of publication:

Athol Daily News

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:

9/30/21

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

a. Date notice(s) mailed:

10/01/21

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- a. The type(s) of ME or MTC to be located at the proposed address;
  - b. Information adequate to demonstrate that the location will be maintained securely;
  - c. Steps to be taken by the ME or MTC to prevent diversion to minors;
  - d. A plan by the ME or MTC to positively impact the community; and
  - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.





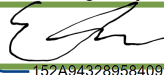
Name of applicant:

Greenway Cultivation, LLC

Name of applicant's authorized representative:

Eric Feldman

Signature of applicant's authorized representative:

  
152A94328958409...





James McMahon &lt;james@mcmahonstrategic.com&gt;

**Fwd: legal proof**

2 messages

**Shannon Reynolds** <shannon@ilikebetter.com>

Thu, Sep 30, 2021 at 3:23 PM

To: Eric Feldman &lt;ericfeldman11@gmail.com&gt;, James McMahon &lt;james@mcmahonstrategic.com&gt;

Cc: Jennifer Edwards &lt;jennifer@ilikebetter.com&gt;, Madeline Greenberg &lt;madeline@ilikebetter.com&gt;

Confirmation the notice will run on Monday, October 4th for the Virtual Communication Outreach Meeting. I will let the group know if anyone reaches out to my email with questions or concerns.

Please let me know if you have any questions.

Thanks,  
Shannon

Shannon Reynolds  
Co-Founder

[www.ilikebetter.com](http://www.ilikebetter.com)

215.499.8176

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

From: &lt;shunter@recorder.com&gt;

Date: Thu, Sep 30, 2021 at 3:18 PM

Subject: legal proof

To: &lt;shannon@ilikebetter.com&gt;

Hi Shannon Here is a proof of your legal notice for the Outreach meeting. I can run it on Monday October 4th. Deadline for payment is 9am Friday morning, I can be reached at 413-772-0261 x228 suzanne

**Athol Daily News**  
PO BOX 1000  
225 Exchange Street, Athol, MA 01331  
978-249-3535

Advertising Invoice

**MISC LEGALS**  
**14 HOPE ST**  
**GREENFIELD, MA 01301**

**Cust#:97508**  
**Ad#:217703**

**Phone#:413-555-5555****Date:09/30/2021****Salesperson: SUZANNE HUNTER****Classification: Legals****Ad Size: 2.0 x 6.40****Advertisement Information:**

Description	Start	Stop	Ins.	Cost/Day	Total
Athol Daily News	10/04/2021	10/04/2021	1	334.59	334.59

**Payment Information:**

<b>Date:</b>	<b>Order#</b>	<b>Type</b>
09/30/2021	217703	BILLED ACCOUNT

**Total Amount: 334.59****Tax: 0.00****Amount Due: 334.59****GREENWAY CULTIVATION OUT REACH MEETING - Thank you for your business!****Ad Copy**

**NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING  
REGARDING PROPOSAL OF GREENWAY CULTIVATION AND  
MANUFACTURING TO OPERATE ADULT-USE  
MARIJUANA CULTIVATION AND MANUFACTURING ESTABLISHMENT  
AT 70 W RIVER STREET, ORANGE, MASSACHUSETTS**

Greenway Cultivation and Manufacturing ("Greenway") will be hosting a Virtual Community Outreach Meeting ("the Meeting") on October 18th, 2021 at 6:00 PM. Members of the public are encouraged to attend and participate in the Meeting, either online or on the phone by first going to [www.ilikebetter.com/greenway](http://www.ilikebetter.com/greenway) for instructions to join.

At the meeting, Greenway will outline its proposal to apply for a Cultivation and Manufacturing license at 70 W River Street, Orange, Massachusetts 01364, (the "Property") pursuant to 935 CMR 500.000 et al, the Town of Orange Zoning Bylaw, and other applicable laws and regulations promulgated thereunder, including those promulgated by the Massachusetts Cannabis Control Commission and the Guidance Documents thereof.

Information presented at the Community Outreach Meeting will include, but not be limited to, the following:

1. The types of Adult-Use Marijuana Establishment to be located at the Property.
2. Information adequate to demonstrate that the Adult-Use Marijuana Establishment location will be maintained securely.
3. Steps to be taken by the Adult-Use Marijuana Establishment to prevent diversion to minors.
4. A plan by the Adult-Use Marijuana Establishment to positively impact the community.
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, or other conditions likely to cause nuisance.


Meeting participants will be encouraged to ask questions and to engage in discussions with representatives of Greenway. Questions may be submitted in advance via email to: [shannon@ilikebetter.com](mailto:shannon@ilikebetter.com). All questions submitted will be answered during the meeting.

A copy of this notice is on file with the office of the Town of Orange, 6 Prospect St, Orange, Massachusetts. A copy of this notice was mailed at least fourteen calendar days prior to the Virtual Community Outreach Meeting to abutters of the Property, and abutters within three hundred feet of the Property, and the owners of land directly opposite the Property on any public or private street or way, all as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

October 4

217703

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 **217703.pdf**  
31K

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**James McMahon** <james@mcmahonstrategic.com>

Thu, Sep 30, 2021 at 3:47 PM

To: Shannon Reynolds <[shannon@ilikebetter.com](mailto:shannon@ilikebetter.com)>

Cc: Eric Feldman <[ericfeldman11@gmail.com](mailto:ericfeldman11@gmail.com)>, Jennifer Edwards <[jennifer@ilikebetter.com](mailto:jennifer@ilikebetter.com)>, Madeline Greenberg <[madeline@ilikebetter.com](mailto:madeline@ilikebetter.com)>

Thanks so much, Shannon! Just flipped a copy to the town's economic development director, who has been coordinating things on their side for us. Looking forward to it!

James A. McMahon, Esq.  
President, McMahon Strategic Development, LLC  
O: 617.383.7717  
C: 203.520.8555  
BBO #688532

[Quoted text hidden]



Gmail

James McMahon <james@mcmahonstrategic.com>

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## Greenway Community Outreach Meeting

1 message

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**James McMahon** <james@mcmahonstrategic.com>

Thu, Sep 30, 2021 at 3:45 PM

To: Alec Wade <awade@townoforange.org>

Cc: Eric Feldman <ericfeldman11@gmail.com>

Hi Alec,

Just a quick heads up - we have the Community Outreach Meeting scheduled for 10/18 on Zoom, with the legal notice to run on the 4th in the Athol Daily News. We'll also have some letters going to the abutters with the same notice as well as to Town Hall. The meeting will be run by \_better, an independent marketing firm we've engaged to host and coordinate everything. Let me know if you have any questions & I can get you more info asap.

Looking forward to it!

Thanks,  
James

James A. McMahon, Esq.  
President, McMahon Strategic Development, LLC  
O: 617.383.7717  
C: 203.520.8555  
BBO #688532



**217703.pdf**

31K



## Town of Orange Office of Community Development

6 Prospect Street  
Orange, MA 01364

Alexander Wade, *Director*  
Phone: (978) 408-9453  
Email: [awade@townoforange.org](mailto:awade@townoforange.org)



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September 16<sup>th</sup>, 2021

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

RE: Greenway Cultivation, LLC  
Virtual Community Outreach Meeting

Dear Commissioners,

Pursuant to Administrative Order No. 2 allowing virtual web-based Community Outreach Meetings, the Town of Orange hereby grants permission to the above named entity to host the required Community Outreach Meeting virtually for their proposed cannabis cultivation facility.

This notice does not serve as confirmation that the site complies with local regulations or that the town agrees to execute a Host Community Agreement with the cultivator. The cultivator is aware that these processes require separate town approval.

If you require any further confirmation, please feel free to contact me at (978) 408-9453 or by emailing [awade@townoforange.org](mailto:awade@townoforange.org).

Sincerely,

Alexander Wade  
Director of Community Development  
(978) 408-9453  
Town of Orange  
6 Prospect Street  
Orange, MA 01364

70 W River Street | Orange, MA | 01364

**October 1<sup>st</sup>, 2020**

**Dear Orange Neighbor:**

I hope this finds you well. I am writing to invite you to the *Virtual* Community Outreach Meeting on Monday, October 18<sup>th</sup>, at 6:00PM. We feel it is important to hold this meeting on a platform that provides everyone an opportunity to attend. We welcome you to participate either online or on the phone by going to [www.ilikebetter.com/greenway](http://www.ilikebetter.com/greenway) for instructions to join this Community Outreach Meeting.

At this link ([www.ilikebetter.com/greenway](http://www.ilikebetter.com/greenway)), you'll see we've prominently displayed instructions to join this gathering from the comfort of your home. During the meeting you will be able to submit questions, via the 'CHAT' function located at the bottom of the screen. All questions will be addressed during the second half of our time together. You can also submit questions via email to [shannon@ilikebetter.com](mailto:shannon@ilikebetter.com) during this meeting.

Lastly, if you miss the meeting, a recording of the video presentation will be available upon request that will include closed captions. Please email [shannon@ilikebetter.com](mailto:shannon@ilikebetter.com) and we will send you a link to a recording of the presentation and Q&A.

If we have not met you already, Greenway is a cultivation and manufacturing establishment, located at 70 W River Street. As Founder and CEO, I have a clear vision of how I see this business operating in your neighborhood, in partnership with other local business, community partners and educational outreach providers.



My team and I are working to make sure Orange grows alongside Greenway. I am dedicated to hiring my staff from the talent pool in the area and supporting our town with jobs and opportunities.

We look forward to working with you all we build a model, world-class facility in Orange and sharing updates virtually, on October 18<sup>th</sup>. Please feel free to contact us with any questions or concerns in advance of this meeting.

Sincerely,

**Eric Feldman**  
**Founder | CEO**  
**Greenway Cultivation and Manufacturing**



**NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING  
REGARDING PROPOSAL OF GREENWAY CULTIVATION AND  
MANUFACTURING TO OPERATE ADULT-USE MARIJUANA CULTIVATION AND  
MANUFACTURING ESTABLISHMENT AT 70 W RIVER STREET, ORANGE,  
MASSACHUSETTS**

Greenway Cultivation and Manufacturing (“Greenway”) will be hosting a Virtual Community Outreach Meeting (“the Meeting”) on October 18th, 2021 at 6:00 PM. Members of the public are encouraged to attend and participate in the Meeting, either online or on the phone by first going to [www.ilikebetter.com/greenway](http://www.ilikebetter.com/greenway) for instructions to join.

At the meeting, Greenway will outline its proposal to apply for a Cultivation and Manufacturing license at 70 W River Street, Orange, Massachusetts 01364, (the “Property”) pursuant to 935 CMR 500.000 *et al*, the Town of Orange Zoning Bylaw, and other applicable laws and regulations promulgated thereunder, including those promulgated by the Massachusetts Cannabis Control Commission and the Guidance Documents thereof.

Information presented at the Community Outreach Meeting will include, but not be limited to, the following:

1. The types of Adult-Use Marijuana Establishment to be located at the Property.
2. Information adequate to demonstrate that the Adult-Use Marijuana Establishment location will be maintained securely.
3. Steps to be taken by the Adult-Use Marijuana Establishment to prevent diversion to minors.
4. A plan by the Adult-Use Marijuana Establishment to positively impact the community.
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, or other conditions likely to cause nuisance.

Meeting participants will be encouraged to ask questions and to engage in discussions with representatives of Greenway. Questions may be submitted in advance via email to: [shannon@ilikebetter.com](mailto:shannon@ilikebetter.com). All questions submitted will be answered during the meeting.

A copy of this notice is on file with the office of the Town of Orange, 6 Prospect St., Orange, Massachusetts. A copy of this notice was mailed at least fourteen calendar days prior to the Virtual Community Outreach Meeting to abutters of the Property, and abutters within three hundred feet of the Property, and the owners of land directly opposite the Property on any public or private street or way, all as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.



James McMahon &lt;james@mcmahonstrategic.com&gt;

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**COM recording for RFI MCN283708/MPN282184**1 message

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**James McMahon** <james@mcmahonstrategic.com>

Wed, Apr 6, 2022 at 10:34 AM

To: CCC Licensing &lt;licensing@cccmass.com&gt;

Good morning!

In reference to the RFI's for the above listed applications, please find a link to the recording of the Community Outreach Meeting. The meeting was held at 6pm on 10/18/21, and although noticed according to all requirements, there were no attendees, including municipal representatives.

The link to the meeting is here: <https://www.ilikebetter.com/greenway>

The applicant had already been through several public hearings for site plan review and special permit which were attended by abutters, municipal officials, and local interest groups, with an extensive question-and-answer period, so we believe that all parties made their views known at those meetings and felt no need to attend the community outreach meeting held after those hearings concluded with approval for the applicant's proposal.

Thank you,  
James

James McMahon, Esq.  
Principal, McMahon Strategic Development  
C: 203.520.8555  
O: 617.383.7717  
[www.mcmahonstrategic.com](http://www.mcmahonstrategic.com)

## **Plan for Positive Impact**

In order to positively impact the disproportionately affected areas of Massachusetts, the Company plans to create an educational initiative and a job training program. We are located in the Town of Orange and understand that the nearby town of Greenfield is one of the Commission's defined twenty-nine areas of disproportionate impact. Our efforts to positively impact the disproportionately affected areas of Massachusetts will focus on bolstering our local community of Greenfield Massachusetts.

## **Goals**

Greenway Cultivation intends to devote its resources to create and develop beneficial programs centered on issues which it holds dear to its heart. These programs include educational seminars and job training sessions. As our facility is located next to Greenfield, an area of disproportionate impact, we believe our own hiring practices will focus on hiring a workforce from the disproportionately impacted area of Greenfield.

In addition, the company will provide educational seminars and job training to the citizens of Greenfield who are non-employees of the company.

## **MEASUREMENT OF GOALS**

Residents of the disproportionately affected area of Greenfield will be targeted through publication, monthly until at least **20** spots are filled, of the job training program in local newspapers, such as the Greenfield Recorder, and community bulletins. At minimum, **2** Job Training event notices will be posted each week, for two weeks prior to the event in the local publication: The Greenfield Recorder.

## **Programs**

Greenway Cultivation recognizes that the growth of the marijuana program in Massachusetts will raise a number of questions and concerns within the community at-large. To address these concerns, the Company will offer public education seminars, to up to 30 individuals, in order to provide an opportunity for local community members to learn more about cannabis. These free seminars will be open to the public, take place on a Saturday or Sunday and last for roughly an hour.

The educational seminars will take place on a six-month rolling basis and be located off of the Company's premises or via electronic means. Seminars will include lectures by the Company's executive staff and employees that will inform the community on the facts surrounding the company's activities, cannabis use, and the industry at large, and will address misconceptions or fears that many may have concerning the Company's community presence.

Proposed topics for the bi-annual seminars include:

- Engagement with the CCC,
- cannabis application drafting,

- best practices for cannabis sanitation and compliance,
- information on cannabis wellness,
- small business coaching,
- and resume and interview coaching

The dates and times of the seminars will be posted in the Greenfield Recorder the week prior to the event.

The executive management team of the company will develop its education and training seminars in order to ensure a comprehensive education useful to the public who are concerned about the industry's impact on the community or interested in taking part and being involved in the industry.

Our job training programs will take place in the town of Orange, easily accessible from Greenfield, an area of disproportionate impact.

Not only will we encourage candidates in our job training program to fill positions at our own facility, we aim to help candidates find open gainful employment in the cannabis industry. The aim of the programs is to prepare non-employees of the company for gainful employment in the marijuana industry. We will further their chances of job placement by providing letters of recommendation and references attesting to their learned skills. Every individual that attends and completes the job trainings will fill out a contact form and waiver that will allow the company to follow up on the careers of these individuals and assess the impact of our training program.

Greenway Cultivation intends to hold job training sessions to meet the demands of the industry and the job market.

The training sessions will be an intensive two-day weekend course from 10-5 on a consecutive Saturday and Sunday with lunch provided. The company will begin this process immediately on licensure.

Documentation of each event, along with the proposed syllabus and any relevant materials shall be made available to the commission. At minimum, 2 Job Training event notices will be posted each week, for two weeks prior to the event in the local publication: The Berkshire Eagle.

Specific populations of disproportionately affected area of Greenfield will be targeted through publication, monthly until at least 20 spots are filled, of the job training program in local newspapers, such as the Greenfield Recorder, and community bulletins.

In order to positively impact the disproportionately affected we will give selection preferences to those who fall into the following enumerated categories; Past or present residents of Greenfield a geographic "areas of disproportionate impact," which has been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact; Individuals, or individuals with spouses or parents, with past drug convictions, or; Our Job training program shall provide opportunities to those who are interested in a career in the cannabis industry. While these programs are not meant to replace the mandated Responsible Vendor Training program, the lectures should allow candidates to better grasp the nuances of the industry and familiarize themselves with what is expected of them and the industry-standard protocols for achieving those goals.

## Measurements

The Company intends to begin its community impact initiative beginning on the date of licensure and hopes to achieve the following one-year targets near the time for the renewal of the license:

1. Greenway Cultivation hopes to hold at two educational seminars and two job training sessions within the first year of operation. The educational seminars will be open to at least 30 people. The job training sessions will graduate at least 20 trainees.

2. The company intends most, 50%, of its own workforce to fall into one of the enumerated categories above, as the facility is located within an area of disproportionate impact.

3. Similarly, the majority of applicants for the job training program will be comprised of the enumerated categories. The job training program will be advertised locally in the area of disproportionate impact, through the use of newspapers and bulletin boards. The trainee class will be comprised of a majority of individuals from the aforementioned enumerated categories.

Though, in order to quantitatively show progress in furthering the goal of positively impacting the disproportionately affect areas of Massachusetts the company shall grade its own efforts and provide documentation to the commission with the following information.

- Number of individuals hired and retained as employees at Greenway Cultivation
- Number of individuals trained from the enumerated categories and overall.
- Number of individuals that attended the training that achieved gainful employment in the cannabis industry within 1 year from completing training from the enumerated categories and overall.
- Number and subject matter of job trainings offered and performed by our program.

Greenway Cultivation has a plan to positively impact the disproportionately affected areas of Massachusetts by responding to the needs of the Greenfield community. Our efforts in job growth and industry specific-training as well as seminars which educate concerned and/or interested citizens about the practices of such a company in their community are the ways that Greenway Cultivation will serve the Greenfield Community.

The Company will adhere to the requirements set forth in 935 CMR 500.105(4), providing that the Company shall not engage in any prohibited advertising, branding, marketing, or sponsorship practices. The Company will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Annual Report**

(General Laws, Chapter )

Identification Number: 001405072

Annual Report Filing Year: 2021

1.a. Exact name of the limited liability company: GREENWAY CULTIVATION, LLC

1.b. The exact name of the limited liability company as amended, is: GREENWAY CULTIVATION, LLC

**2a. Location of its principal office:**

No. and Street: 70 WEST RIVER STREET  
C/O ERIC FELDMAN  
 City or Town: ORANGE State: MA Zip: 01364 Country: USA

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

No. and Street: 70 WEST RIVER STREET  
C/O ERIC FELDMAN  
 City or Town: ORANGE State: MA Zip: 01364 Country: USA

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

WAITING FOR LICENSE FROM THE MASSACHUSETTS CANNABIS CONTROL COMMISSION

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: LEWIS SASSOON  
 No. and Street: 84 STATE STREET  
SASSOON & CYMROT, LLP  
 City or Town: BOSTON State: MA Zip: 02109 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ERIC FELDMAN	800 SIXTH AVENUE, SUITE 17B NEW YORK, NY 10001 USA
MANAGER	TUCKER THIELE	42 VT-30 #573 BONDVILLE, VT 01364 USA
MANAGER	WWM LLC	54 OVERLOOK RD WESTMINSTER, MA 01473 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ERIC FELDMAN	800 SIXTH AVENUE, SUITE 17B NEW YORK, NY 10001 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 17 Day of February, 2022,  
ERIC FELDMAN , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

February 17, 2022 06:15 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*



## Limited Liability Company Agreement

of

Greenway Cultivation, LLC

This **AGREEMENT** (the "**Agreement**"), dated as of June 30th, 2021, by and among Eric Feldman ("EF"), Tucker Thiele ("TT") and WWM, LLC ("WWM") ( "collectively referred to with the Members hereinafter admitted as the "**Members**") and the persons hereafter admitted as Members in accordance with the provisions of this Agreement (the original Members and Members hereafter admitted, collectively referred to as the "**Parties**").

### RECITALS

WHEREAS, the Company was formed as a limited liability company under the Massachusetts Limited Liability Company Act, M.G.L. ch. 156C (as from time to time amended and including any successor statute of similar import, the "Act") pursuant to a Certificate of Organization filed with the Secretary of the Commonwealth of the Commonwealth of Massachusetts on [DATE] (the "Certificate"); and

**WHEREAS**, the Members desire to provide for the mutual rights and obligations of the Parties with respect to the Company and each other;

**NOW THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **Article I. Definitions.**

For purposes of this Agreement (as defined below), unless the context clearly indicates otherwise, the following terms shall have the following meanings:

Act: The Massachusetts Limited Liability Company Act, Chapter 156C, as it may be amended from time to time, and any successor thereto.

Approved by the Members, Approval by the Members; Majority Vote of the Members; affirmative Vote of a Majority of the Members; determined by the Company: These phrases when used in this Agreement shall mean approved by more than fifty (50%) percent of the Interests in the Company.

Affirmative vote of all of the Members: This phrase when used in this Agreement means agreed to by each and every Member (i.e., a unanimous vote).

Agreement: This Limited Liability Company Operating Agreement including all amendments hereafter adopted in accordance with the terms of this Agreement and the Act.

Articles: The Articles of Organization of the Company, as amended from time to time and filed with the Secretary of the Commonwealth of Massachusetts Division of Corporations.

Assignee: A transferee of a Membership Interest who has not been admitted as a Substitute Member.

Bankrupt Person: A person who: (1) has become the subject of an Order for Relief under the United States Bankruptcy Code by voluntary or involuntary petition, or (2) has initiated, either in an original Proceeding or by way of answer in any state insolvency or receivership Proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief.

Board of Managers; Board: The Board of Managers described in Article VI of this Agreement.

Business Day: Any day other than Saturday, Sunday or any other legal holiday observed in the State of New York.

Capital Account: A separate account maintained for each Member determined in accordance with Article VIII and adjusted in accordance with Treasury Regulations under I.R.C. § 704.

Capital Contribution: Any contribution of Property made by or on behalf of a Member or Assignee.

Capital Transaction: Shall mean (i) the sale or disposition of all or any part of any asset of the Company within the meaning of Section 1221 of the Internal Revenue Code, (ii) a transaction described in Section 1231(a)(3) of the Internal Revenue Code involving any asset of the Company, (iii) any condemnation resulting in net proceeds on the part of the Company, (iv) casualty resulting in net cash insurance recoveries on the part of the Company (other than for temporary loss of use), or (v) any mortgage refinancing by the Company.

Cash Gross Receipts: The total receipts of the business from the sale of cannabis.

Commitment: The Capital Contributions that a Member is obligated to make.

Company: Greenway Cultivation, LLC, a limited liability company formed under the laws of Massachusetts, and any successor limited liability company.

Disposition (Dispose): Any sale, assignment, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

Dissolution Event: An event, the occurrence of which will result in the dissolution of the Company under Article XV.

Distribution: A transfer of Property to a Member on account of a Membership Interest as described in Article VI.

Effective Date: As set forth on the first page of this Agreement.

Fiscal Year: The calendar year.

Majority of the Managers: The vote of more than 50% of the Managers. .

Manager: Manager: Any person named as a Manager in this Agreement and any person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such person's capacity as (and for the period during which such person serves as) a Manager of the LLC. "Managers" or "Board of Managers" shall refer collectively to all of such persons in their capacities as (and for the period during which such persons serve as) Managers of the LLC. The initial Managers of the Company shall be Eric Feldman and Tucker Thiele.

Member: Any person named as a Member in this Agreement and any person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in such person's capacity as a Member of the LLC. "Members" shall refer collectively to all such persons in their such capacities as Members.

Organization: A Person other than a natural person, including without limitation corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, business trusts and unincorporated associations, but the term does not include joint tenancies and tenancies by the entirety.

Percentage Interest: The Percentage Interest of each Member shall be as set forth in Exhibit A to this Agreement. In the event all or any portion of a Membership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Membership Interest and Percentage Interest of the transferor to the extent it relates to the transferred Membership Interest.

Person: An individual, trust, estate, or any Organization permitted to be a member of a limited liability company under the laws of the State of Massachusetts.

Principal Office: The Principal Office of the Company set forth in Section 2.3 hereof.

Proceeding: Any administrative, judicial, or other adversary proceeding, including without limitation, arbitration, administrative adjudication, mediation, and appeal or review of any of the foregoing.

Property: Any property, real or personal, tangible or intangible, including money, and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

Exhibit A: Exhibit A to this Agreement setting forth the name, address, and Percentage Interest of each Member.

Substitute Member: An Assignee who has been admitted to all of the rights of membership pursuant to Article XIII of the Agreement.

Tax Characterization: It is intended that the Company be characterized and treated as a partnership for, and solely for, federal, state and local income tax purposes. For such purpose, (i) the Company shall be subject to all of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; (ii) all references to a "Partner," to "Partners" and to the "Partnership" in this Agreement and in the provisions of the Code and Tax Regulations cited in this Agreement shall be deemed to refer to a Member, the Members and the Company, respectively.

Voluntary Loan: A loan made pursuant to Section 3.05 of this Agreement.

## Article II. Formation

1. **2.1 Name of the Limited Liability Company** The name of the limited liability company formed hereby is Greenway Cultivation, LLC. The name of the LLC may be changed at any time, or from time to time, with the approval of the Board of Managers and the Consent of the Members. The Company may register trade names approved by the Managers, and operate under such trade names as the Managers deem appropriate in their sole discretion.

2. **Organization.** The Company has been organized as a limited liability company pursuant to the Act upon the filing of its Articles of Organization with the Secretary of the Commonwealth of Massachusetts. Tucker Thiele and Eric Feldman are the Managers of the Company. It is intended that the Company shall be a limited liability company meeting the definition of "partnership" contained in Section 7701 of the Internal Revenue Code and the regulations issued thereunder (the "**Code**"). Except for purposes of the Code, the Members specifically intend and agree that the Company shall be a limited liability company and not a partnership or any other kind of venture or entity. All rights, liabilities and obligation of the Members, both as between themselves and as to persons not parties to this Agreement, shall be as provided in the Act, except to the extent otherwise expressly provided herein.

3. **Name.** The name of the limited liability company shall be "Greenway Cultivation, LLC". A short form of the name may be used for purposes of branding and brevity.

4. **Place of Business.** The Principal Office of the Company shall be initially located at 131 Eagleville Road, Orange Massachusetts 01364, or at such other place as the Manager may determine.

5. **Term.** The term of this Agreement shall begin upon filing of the Company's Certificate of Organization with the Secretary of the Commonwealth of Massachusetts, Division of Corporations. The existence of the Company shall be perpetual unless terminated

as hereinafter provided (the "**Term**").

**Purposes and Powers.** The general character of the business of the LLC, as set forth in the Certificate, is to engage in the business of investment in, and ownership and development of, real estate and interests therein, including buying, acquiring, owning, operating, selling, financing, refinancing, disposing of and otherwise dealing with interests in real estate, directly or indirectly through joint ventures, partnerships or other entities; and to grow and cultivate, process and manufacture, and sell cannabis for wholesale or retail sale to consumers and to enter into and perform contracts and agreements of any kind necessary and in connection with or incidental to the business of the Company; and to carry on any other activities necessary or incidental to the foregoing, and as permitted under the laws of the Commonwealth of Massachusetts, as the Parties deem desirable; or any other lawful business, purpose or activity, whether or not for profit (collectively, the "**Business**").

Subject to all other provisions of this Agreement, in furtherance of the conduct of its business, the LLC is hereby authorized to do as follows:

(a) to enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind, including operating agreements of limited liability companies (whether as a member or manager), joint venture agreements, limited partnership and general partnership agreements, contracts with Affiliates, and including other contracts establishing business arrangements or organizations, necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC;

(b) to borrow money and issue evidences of indebtedness or guarantees in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgages, pledges or other liens on the property of the LLC;

(c) to the extent that funds of the LLC are available therefor, to pay all expenses, debts and obligations of the LLC;

(d) to enter into or engage in any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the LLC, so long as said activities may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts; and

(e) to take any other action not prohibited under the Act or other applicable law.

1.

### **Article III. Rights and Duties of Manager**

3

**3.1 Management of the LLC.** The business and affairs of the LLC shall be managed by or under the direction of a Board of Managers, who may exercise all of the powers of the LLC except as otherwise provided by law or this Agreement (including, without limitation, Section 6.07, below). In the event of a vacancy in the Board of Managers, the remaining Managers

(except as otherwise provided by law) may exercise the powers of the full Board until the vacancy is filled.

Each Manager shall devote such time to the affairs of the LLC as may be reasonably necessary for performance by the Manager of his, her or its duties hereunder, provided that such persons shall not be required to devote full time to such affairs.

Specifically, but not by way of limitation, and subject to the provisions of Section 6.07, the Board of Managers shall be authorized in the name and on behalf of the LLC, to cause the LLC to do all things necessary or appropriate to carry on the business and purposes of the LLC, including, without limitation, the following:

(i) With prior unanimous consent of the Members, to acquire by purchase, lease, exchange or otherwise; and to sell, finance, refinance, encumber and otherwise deal with, any real or personal property;

(ii) With prior unanimous consent of the Members, to borrow money and issue evidences of indebtedness; or to guarantee loans and to secure the same by mortgage, deed of trust, pledge or other lien on any assets or property of the LLC; and to pay, prepay, extend, amend or otherwise modify the terms of any such borrowings;

(iii) to employ executive, administrative and support personnel in connection with the business of the LLC; and to pay salaries, expense reimbursement, employee benefits, fringe benefits, bonuses and any other form of compensation or employee benefit to such persons and entities, at such times and in such amounts as may be determined by the Board of Managers in its sole discretion, to provide executive, administrative and support services in connection with the business of the LLC;

(a) Should such executive, administrative, or support personnel be a related party to the Managers, or if the expected compensation or benefits offered to such executive, administrative, or support personnel, whether or not they be a related party to the Managers, exceed 20% of the standard and usual compensation in the local area for such work, the unanimous consent of the Members shall be required.

(iv) to hire or employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and operations of the LLC, and to pay fees, expenses, salaries, wages and other compensation to such persons;

(a) a) Should such agents, employees, managers, accountants, attorneys, consultants and other persons be a related party to the Managers, or if the expected compensation or benefits offered to such agents, employees, managers, accountants, attorneys, consultants and other persons, whether or not they be a related party to the Managers, exceed 20% of the standard and usual compensation in the local area for such work, the unanimous consent of the Members shall be required.

(v) With the prior unanimous consent of the Managers, to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, on such terms as it may determine and on such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;

(vi) to determine the appropriate accounting method or methods to be used by the LLC, which in any case must comply with GAAP principles and the Financial Records and Recordkeeping requirements of 935 CMR 500.000;

(vii) With the prior consent of the Managers, to cause the LLC to make or revoke any of the elections referred to in I.R.C. § § 108, 704, 709, 754 and 1017 or any similar provisions enacted in lieu thereof, and in any other section of the I.R.C.;

(viii) to establish and maintain reserves for such purposes and in such amounts as it deems appropriate from time to time;

(ix) to pay all organizational expenses, and general and administrative expenses of the LLC;

(x) to deal with, or otherwise engage in business with, or provide services to and receive compensation therefor from, any person who has provided or may in the future provide any services to, lend money to, sell property to, or purchase property from the LLC, including, without limitation, any Member or Manager, so long as such dealings, business, and services further the interest of the LLC and do not represent a conflict of interests for any Manager related to the interests of the LLC to conduct its operations in the most efficient and cost effective manner possible;

(xi) to engage in any kind of activity, and to perform and carry out contracts of any kind necessary to, in connection with or incidental to the accomplishment of the purposes of the LLC;

(xii) to pay any and all fees and to make any and all expenditures that the Board of Managers, in consultation with the Members, deems as reasonably related and within usual industry standards to be necessary or appropriate in connection with the organization of the LLC, , the management of the affairs of the LLC, and the carrying out of its obligations and responsibilities under this Agreement, including, , fees, reimbursements and expenditures payable to a Member or Manager as reasonably related to business operations and within usual industry standards;

(xiii) to exercise all powers and authority granted by the Act to managers, except as otherwise provided in this Agreement;

(xiv) to cause the LLC and its properties and assets to be maintained and operated in such a manner as the Board of Managers may determine, subject, however, to obligations imposed by applicable laws or by any mortgage or security interest encumbering the LLC and such properties and assets from time to time, and by any lease, rental agreement or other agreement pertaining thereto;



(xv) to cause to be obtained and continued in force all policies of insurance required by any mortgage, lease or other agreement relating to the LLC's business or any part thereof, or determined by the Board of Managers to be in the best interests of the LLC;

(xvi) to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed on any of the assets of the LLC unless the same are contested by the LLC; and

(xvii) to perform any other act that the Board of Managers may deem necessary, convenient or desirable for the LLC or its business.

### **3.2 Managers.**

(a) Number, Election and Qualification. The number of Managers who shall constitute the whole Board of Managers shall be fixed at two unless the Members specifically vote pursuant to Section 6.03(c) to cause the LLC to be Member-managed, in which case there shall be no Board of Managers. Subject to the preceding sentence, the number of Managers may be increased at any time, and from time to time, by the unanimous consent of the Members. The Managers shall be elected at an annual meeting of Members by such Members as have the right to vote at such election. Managers need not be Members of the LLC.

The number of members of the Board of Managers is hereby initially fixed at two, and the persons identified as "Managers" on Schedule A, hereto, are currently serving as the Managers.

Each person elected to serve as a Manager of the LLC shall sign this Agreement, or a counterpart hereof or amendment hereto, or other writing pursuant to which such person (i) acknowledges receipt of a copy of this Agreement, as amended and in effect as of the date of such writing; (ii) agrees that he or she is a party to and is bound by this Agreement, including the power of attorney set forth below; (iii) agrees to perform the duties of a Manager hereunder; and (iv) agrees to execute and deliver such additional agreements, instruments, certificates and documents, including, without limitation, an amendment to the Certificate, which may be necessary, appropriate or convenient to reflect the foregoing matters and the election of such person as a Manager of the LLC.

Upon the death, resignation, removal or expiration of the term of any Manager (a "Terminated Manager"), (i) such Terminated Manager shall have no further authority under this Agreement; (ii) such Terminated Manager shall have no further obligations or rights under this Agreement (except for liabilities and rights accruing prior to the date of death, resignation, removal or expiration of his or her term, such as, for example, rights to indemnification under Section 6.10 that relate to actions or omissions occurring during such person's service as a Manager), and (iii) no writing or instrument shall be required to be executed by the LLC or the Terminated Manager to reflect such cessation of service, except that the Terminated Manager (or his or her legal representative or attorney in fact, as provided in the following paragraph) shall execute and deliver any agreement, instrument, certificate or document, including an amendment to the Certificate that may be reasonably required to reflect that the Terminated Manager is no longer a Manager of the LLC.



Each person now or hereafter serving as a Manager of the LLC, by execution of this Agreement, an amendment hereto or an instrument acknowledging that such person is bound hereby, hereby constitutes and appoints each other person who may, from time to time, be serving as a Manager, and each of them acting singly, such Manager's agent and attorney in fact for the purpose of executing and delivering any and all agreements, instruments and other documents (including, without limitation, an amendment to the Certificate) as are necessary or appropriate to reflect that he, she or it is no longer a Manager of the LLC following the death, resignation, removal or expiration of the term of such Manager, which power of attorney is hereby agreed and acknowledged to be irrevocable, and shall survive the resignation, removal, expiration of the term, death, dissolution, bankruptcy or incapacity of any Manager until such time as the withdrawal of such Manager from the LLC has been reflected by all necessary or appropriate agreements, instruments and other documents.

(b) Tenure. Each Manager shall hold office until the next annual meeting and until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal.

(c) Vacancies. Any vacancy in the Board of Managers, however occurring, including a vacancy resulting from an enlargement of the Board, shall be filled at the earliest reasonable opportunity by unanimous vote of the Members. A Manager elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office, and a Manager, chosen to fill a position resulting from an increase in the number of Managers, shall hold office until the next annual meeting of Members and until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal.

(d) Resignation. Any Manager may resign by delivering his or her written resignation to the LLC at its principal office. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the occurrence of some other event.

(e) Regular Meetings. Regular meetings of the Board of Managers may be held without notice at such time and place, either within or without the Commonwealth of Massachusetts, as shall be determined from time to time by the Board of Managers, provided that any Manager who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board of Managers may be held without notice, immediately after and at the same place as the annual meeting of Members.

(g) Special Meetings. Special meetings of the Board of Managers may be held at any time and place, within or without the Commonwealth of Massachusetts, by two or more Managers, or by one Manager in the event that there is only a single Manager in office.

(h) Notice of Special Meetings. Notice of any special meeting of Managers shall be given to each Manager by the Manager(s) or Member calling the meeting. Notice shall be duly given to each Manager (i) by giving notice to such Manager in person or by telephone at least 24 hours in advance of the meeting; (ii) by sending a telegram or telex, or delivering written notice by hand, to the Manager's last known business or home address at least 24 hours in advance of the meeting; or (iii) by mailing written notice to the Manager's last known business or home address

at least 72 hours in advance of the meeting. A notice or waiver of notice of a meeting of the Board of Managers need not specify the purpose of the meeting.

(i) Meetings by Telephone Conference Calls. Managers, or any members of any committee designated by the Managers, may participate in a meeting of the Board of Managers or such committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

(j) Quorum. If there are two Managers, then all managers currently in office shall constitute a quorum at all meetings of the Board of Managers. Should there be more than two Managers, then 2/3rds of the Managers currently in office shall constitute a quorum. In the absence of a quorum at any such meeting, a majority of the Managers present shall adjourn the meeting from time to time without further notice, other than announcement at the meeting, until a quorum shall be present.

(k) Action at Meeting. At any meeting of the Board of Managers at which a quorum is present, the vote of a majority of those present shall be sufficient to take any action unless a different vote is specified by law, the Certificate or this Agreement.

(l) Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Managers, or of any committee of the Board of Managers, may be taken without a meeting, if all members of the Board or committee, as the case may be, consent to the action in writing, and the written consents are filed with the minutes of proceedings of the Board or committee.

(m) Removal. Except as otherwise provided by the Act, any one or more or all of the Managers may be removed, with or without cause, by unanimous vote of the Members, other than the Manager subject to removal.

(n) Committees. The Board of Managers may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the Managers of the LLC. The Board may designate one or more Managers as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members of the committee present at any meeting, and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Managers to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Managers and subject to the provisions of the Act, shall have and may exercise all the powers and authority of the Board of Managers in the management of the business and affairs of the LLC. Each such committee shall keep minutes and make such reports as the Board of Managers may from time to time request. Except as the Board of Managers may otherwise determine, any committee may make rules for the conduct of the committee's business, but unless otherwise provided by the Managers or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in this Agreement for the Board of Managers.

(o) Compensation of Managers. Managers may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the Board of Members may from time to time determine by unanimous consent. No such payment shall preclude any Manager from serving the LLC or any of its parent or subsidiary entities in any other capacity and receiving compensation for such service as determined by the Members by unanimous consent.

**3.4 Officers.** The board of managers may, from time to time, elect or designate officers of the LLC, who shall have such titles, authority, and such duties as the board may, from time to time, determine, and each of whom shall serve at the pleasure of the board.

**3.5 Interpretation of Rights and Duties of Managers and Members.** To the fullest extent permitted by the Act and other applicable law, and to the extent not inconsistent with the specific provisions of this Agreement or the Certificate, it is the intention of the parties that the Board of Managers shall have the power to do any and all acts, statutory and otherwise, with respect to the LLC that the board of directors of a Delaware corporation would have with respect to such Delaware corporation; and

**3.6 Certain Permitted Transactions.** Without limitation of any of its powers set forth in Section 3.1, above, the Board of Managers is expressly authorized, for, in the name of, and on behalf of, the LLC:

(i) Each Member understands and acknowledges that the conduct of the Company's Business may involve business dealings and undertakings with the Managers or Members and their affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms. Each Manager or Member has a duty to disclose in good faith to the Members of the Company any interest he/she/it may have in a contract or transaction into which the Company may enter as well as to any such common financial, economic or contractual interest or relationship which such Manager or Member and the Company may share.

(ii) The Members acknowledge and agree that Members and Managers may invest in, own, or operate other unrelated businesses including, without limitation, other businesses engaged in the growing and sale (retail and wholesale) of cannabis and related products, and that no Member shall have the right to invest in such unrelated business or participate in its business or profits. However, no Manager or Member shall knowingly or recklessly take any action that would materially interfere or conflict with the business interests of the LLC in favor of any unrelated business.

**3.7 Member Approval Requirements.** Notwithstanding the provisions of Section 6.01 or any other provision of this Agreement to the contrary, without the prior written Consent of a Majority of Members, the Board of Managers shall not cause the LLC to, and the LLC shall not, sell all or substantially all of the assets of the LLC; nor shall the Managers take any action or fail to act in any such way as to knowingly or recklessly jeopardize the business interests of the LLC;

**3.8 Binding the LLC.** Except as the Board of Members may generally or in any particular case or cases otherwise authorize, and subject to the other provisions of this Agreement and the

Certificate, all deeds, leases, contracts, bonds, notes, checks, drafts or other obligations made, accepted or endorsed by the LLC shall be signed by any Manager.

**3.9 Contracts with Members.** Subject to the provisions of Section 6.07(ii), with the approval of a majority of Managers in each case, the LLC may engage in business with, or enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC of goods, services or space with any Member or Affiliate of a Member, and may pay compensation in connection with such business, goods, services or space, provided in each case that the amounts payable thereunder are reasonably comparable to those that would be payable to unaffiliated persons under similar agreements; and, if the Board of Managers determines in good faith that such amounts are so comparable, such determination shall be conclusive absent manifest error.

**3.10 Indemnification and Exculpation.**

(a) No Manager or its Affiliates shall have any liability to the LLC or to any Member for any loss suffered by the LLC that arises out of any action or inaction of any Manager or its Affiliates if such Manager or its Affiliates, as the case may be, in good faith, determined that such course of conduct was in the best interests of the LLC and such course of conduct did not constitute gross negligence or willful misconduct of such Manager or its Affiliates.

(c) Each Manager and its Affiliates shall be indemnified by the LLC against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it with respect to actions taken by such Manager or its Affiliates on behalf of the LLC, provided that no indemnification shall be provided for any person with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interest of the LLC, in which case any and all costs related to such proceeding incurred by the LLC or Members shall also be borne by the relevant Manager or Affiliate.

(d) Any indemnity under this Section 6.10 shall be paid from, and only to the extent of, LLC assets, and no Member shall have any personal liability on account thereof. The LLC shall not incur the cost of that portion of any insurance, other than public liability insurance, which insures any party against any liability as to which such party is herein prohibited from being indemnified.

**3.11 Other Activities.**

(a) The Members, Managers and any Affiliates of any of them, may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as directors, officers, stockholders, managers, members and general or limited partners of corporations, partnerships or other limited liability companies with purposes similar to those of the LLC, so long as such actions do not directly and knowingly conflict with the business of the LLC. Neither the LLC nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

(b) **Director of Cultivation.** The Managers appoint Tucker Thiele as the director of cultivation for the Company. The Director of Cultivation shall have the following day to day duties and responsibilities which will be to: (i) oversee the planting, harvesting, post-harvest processing (including dry, cure, pack, and waste disposal) and of the cannabis grown or derived therefrom by the Company and all acts necessary or incidental therewith, including post-harvest cleaning of grow areas (ii) oversee the employees of the Company engaged in the same tasks, (iii) to assist with the license application to grow and cultivate cannabis, (iv) assist in the design, workflow management and layout of the site along with equipment/material purchasing, (v) assist with the hiring of employees, (vi) the day to day operations of cultivation using METRC system, (vii) provide financial information to the Manager regarding costs, labor, and packaging, (viii) assist in the sale of the cannabis produced by the Company, and (ix) once the employees are trained and the Company has successfully engaged in the tasks identified in (i) through (viii) above, to monitor and supervise these tasks on a consistent basis to ensure that the Business of the Company is being conducted.

#### **Article IV. Meetings, Rights and Duties of Members**

1. **Regular Meetings:** The Company shall be required to hold at least one annual meeting of the Members. A meeting of the Members may be called, upon prior written notice, by any member to discuss issues of general relevance to the LLC, or to propose any such issue for discussion and vote by the Members, or for any other related topic. Meetings shall be held at the office of the Company or at such other place upon which the Manager shall reasonably designate within the notice of the meeting.

4.1.1 **Participation in Meetings.** A Member may participate in a meeting by means of a conference telephone call or similar communication equipment by means of which all persons participating in the meeting can hear each other simultaneously and such participation in a meeting shall constitute presence in person at such meeting. All Members shall be entitled to vote on any matter submitted to a vote of the Members entitled pursuant to this Agreement to vote thereon.

2. **Notice:** At least three (3) business days' prior written notice shall be given stating the place, date and hour of the meeting, indicating that it is being issued by or at the direction of the person(s) calling the meeting and stating the purpose or purposes for which the meeting is called. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted at the original date of the meeting. Notwithstanding the foregoing, if a meeting of Members is adjourned because of a failure to obtain a quorum, written notice of the time and place of the adjourned meeting stating that the original meeting had to be adjourned due to the absence of a quorum shall be sent to each Member at least three (3) days before the date scheduled for the adjourned meeting.

1. Notice of a meeting need not be given to any Member who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any Member at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by such Member.

2. **Quorum:** The Company may vote to take action at a meeting submitted to a vote by the Members if, and only if, a quorum of the membership is present. The presence of Members owning at least a Majority in Interest of the Company entitled to vote on the issue for which a meeting is called shall constitute a quorum, unless such issue shall require the unanimous consent of the Members. If there is a failure to obtain a quorum at any meeting at which a vote is to be taken, the meeting shall be adjourned for not more than thirty (30) days. Once a quorum is present at a meeting, any action properly taken at the meeting remains valid and binding on the Company, notwithstanding the subsequent withdrawal of any Member from the meeting.

3. **Majorities:** Except as otherwise provided in this Agreement, a majority vote of the Members shall be required to approve any matter coming before the Members not requiring unanimous consent. The following special voting majorities shall be required to take the actions indicated:

(vi) liquidation, merger or sale of all or substantially all of the assets of the Company requires the Vote of a Majority of the Members.

5. **Proxy:** A Member may appear at a meeting in person or by proxy. Any proxy shall be dated and signed by the Member (or the Member's attorney-in-fact). A proxy shall remain effective for the period set forth therein. Any such proxy (other than a proxy coupled with an interest and stated on its face to be irrevocable) may be revoked at any time, such revocation to be effective upon the presentation of a later-dated proxy or written notice of revocation given to the Company, or by the Member voting in person at the meeting.

6. **Consent:** Any action required or permitted to be taken at a meeting of the Members may be taken by written consent ("**Consent**") without a meeting, prior notice or vote. Any such Consent shall set forth the action so taken and be signed by such Members as would be necessary to authorize or take such action at a meeting at which all interests entitled to vote on the action were present and voted.

4.7 **Liability of Members.** No Member shall be liable, responsible or accountable to any other Member or to the Company for any damages suffered or incurred by any Member on account of, or by reason of any claim based on or arising from, any act taken or omitted to be taken in the course of representing or performing services for the Company or otherwise in the capacity as a Member, or Officer; except to the extent that a judgment or other final adjudication (in each case which is not subject to appeal) adverse to the Member establishes that (a) the acts or omissions of the Member were in violation of any provision of this Agreement or were in bad faith or involved intentional misconduct or a knowing violation of law, (b) such Member, in fact, personally gained a financial profit or other advantage to which such other Member, or Officer



was not legally entitled or (c) with respect to a distribution made in violation of the Act, the acts of the Member were not performed in accordance with this Agreement.

4.8. **Representations and Warranties.** Each Member hereby represents and warrants to the Company and each other Member that the Member is acquiring its interests in the Company for the Member's own account as an investment and without intent to sell or distribute the Membership Interest. The Members acknowledge that their interests in the Company have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be resold or transferred without appropriate registration or the availability of an exemption from such requirements.

4.9. **Conflicts of Interest/Other Businesses.**

(a) Each Member understands and acknowledges that the conduct of the Company's Business may involve business dealings and undertakings with Members and their affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms. Each Member has a duty to disclose in good faith to the Members of the Company any interest he/she/it may have in a contract or transaction into which the Company may enter as well as to any such common financial, economic or contractual interest or relationship which such Member and the Company may share.

(b) A Member, or officer does not violate a duty or obligation to the Company merely because the Member's, or officer's conduct furthers the Member's, or officer's own interest. A Member, or officer may lend money to and transact other business with the Company. The rights and obligations of a Member, or officer who lends money or transaction business with the Company are the same as those of a person who is not a Member, or officer, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member, or officer has a direct or indirect interest in the transaction if it is fair and reasonable to the Company.

4.10 The Members acknowledge and agree that the Members shall have no duty to offer the Company business opportunities which may come to their attention and the Members and Members may invest in, own, or operate other businesses including, without limitation, other businesses engaged in the growing and sale (retail and wholesale) of cannabis and related products, and that no Member shall have the right to invest in such business or participate in its business or profits.

4.11 **Standard of Care; Indemnification.** Each Member, Manager and officer, if any, shall discharge his/its duties to the Company and the other Members in good faith and with that degree of care that an ordinarily prudent person in a similar position would use under similar circumstances. In discharging his/her/its duties, a Member, Manager or officer, if any, shall be fully protected in relying in good faith upon the records required to be maintained under Article X and upon such information, opinions, reports or statements by any Person as to matters the Member, Manager or officer reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which Distributions to Members might properly be paid. The Company

shall indemnify and hold harmless each Member, Manager and officer against any loss, damage or expense (including attorneys' fees) incurred by the Member, Manager or officer, if any, as a result of any act performed or omitted on behalf of the Company or in furtherance of the Company's interests without, however, relieving the Member, Manager or officer of liability for failure to perform his or her duties in accordance with the standards set forth herein excluding acts of gross negligence and willful misconduct, in which case neither the damages incurred nor any fees or expenses incurred by the Members or the LLC in recovery of those damages and/or restitution shall be indemnified against the relevant party. The satisfaction of any indemnification and any hold harmless shall be from and limited to the Company's Property and the other Members shall not have any personal liability on account thereof.

#### **Article V. Capital Contributions and Loans.**

5.1 Each Member shall contribute to the capital of the Company as set forth on Exhibit A hereto.

5.2 No Member shall be entitled to withdraw any part of such Member's contribution to the capital of the Company unless by unanimous consent of the Members.

5.3 No Member shall be personally liable for the return of any other Member's Capital Contribution to the Company; any such return of capital shall be made solely from the assets of the Company available therefor.

5.4 A Member shall have no right to, interest in, or claim against any specific property of the Company by reason of the Member's Membership Interest.

5.5 The liability of any Member for the losses, debts, liabilities and obligations of the Company shall be limited to the Capital Contribution of the Member when due under this Agreement and such Member's share of any undistributed assets of the Company; and only if and to the extent at any time required by law.

5.6 In the event the LLC requires additional funds to carry out its purposes, conduct its business, meet its obligations or make any expenditure authorized by this Agreement, and additional funds are not available from third parties pursuant to Section 3.04 on terms acceptable to the Board of Managers, any Member may, in its sole discretion, loan such funds to the LLC. Any loan made pursuant to this Section 3.05 (a "Voluntary Loan") shall be nonrecourse to the Members, shall be evidenced by a promissory note; shall not violate the LLC's other loan or contractual arrangements; shall bear interest, compounded monthly, at a rate of interest equal to the prime rate of interest announced by The Wall Street Journal as calculated on the date of the loan's issuance, shall be repaid out of the first funds available therefor after payment of LLC expenses to third parties and in any event prior to any distribution to any Member of Distributable Cash; and shall be due and payable in full on the fifth anniversary of the date on which any such loan is made.



## Article VI. Distributions.

6.1 The Manager may from time to time make distributions to Members at such time and in such amounts as the Manager shall determine in his sole discretion but in no event less than once annually. Distributions shall be made to each Member as set forth below and thereafter in proportion to such Member's Percentage Interest in the Company, as set forth on Exhibit A hereto. Such distributions shall take the form of cash or property as the Manager shall determine in his sole discretion. The Manager may, in his sole and absolute discretion, provide for such reasonable reserves as she deems necessary for the conduct of the Company's business, with such reserves to be drawn in equal percentage from each Member's distribution.

The Managers and Todd Wilson (individually and separate from any such distribution(s) to or on behalf of WWM, LLC,) shall receive a draw in the first year hereof of One Hundred Thousand Dollars (\$100,000.00) each payable Fifty Thousand Dollars (\$50,000.00) to each Member upon the completion of the funding of One Million Six Hundred Thousand Dollars (\$1,600,000.00) funding, with the second installment of Fifty Thousand Dollars (\$50,000.00) each to be paid six (6) months thereafter. All of these payments are to be credited against distributions to the Members in the first year only

6.2 As used in this Agreement, the terms "net profits" and "net losses" shall mean the profits or losses of the Company from the conduct of the Company's business, after all expenses incurred in connection therewith have been paid or provided for. The net profits or net losses of the Company shall be determined by the Company's accountants in accordance with generally accepted accounting principles. Net profits and net losses shall be allocated first with respect to losses previously allocated to Members and second between the Members in the same proportion as Distributions are made to the Members.

6.3 The term "cash receipts" shall mean all cash receipts of the Company from whatever source derived, including, without limitation, Capital Contributions made by the Members; the proceeds of any sale, exchange, or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any insurance policy payable to the Company; and the proceeds from the liquidation of the assets of the Company following a termination of the Company.

6.4 Cash receipts of the Company in excess of such reserves shall be applied in the following order of priority: (i) to the payment by the Company of amounts due on debts and liabilities of the Company other than to any Member, and operating expenses of the Company; (ii) to the payment of interest and amortization due on any loan made to the Company by any Member, (iii) to the establishment of cash reserves as determined by the Managing Member as necessary or appropriate for the operation of the Company's business, taxes and contingencies, (iv) to the repayment of any loans made to the Company by any Member. Thereafter, and except as provided in section 6.6, the cash receipts of the Company shall be distributed among the Members as follows:

(A) 80% percent of the cash receipts will be distributed to the Members who have made a Capital Contribution and 20% percent of cash receipts will be distributed to the remaining Members until Members receive 100% percent of their respective initial Capital Contribution,

(B) thereafter, all future cash receipts will be distributed to the Members in accordance with their Percentage Interests.

6.6 During, or within 90 days following the end of, each fiscal year of the LLC, the LLC shall distribute to each Member in cash an amount equal to the aggregate federal and state income tax liability such Member would have incurred as a result of such Member's ownership of an interest in the LLC determined as if (i) each Member was a natural person residing in the Commonwealth of Massachusetts; (ii) all taxes were imposed at the maximum potentially applicable marginal rate of tax applicable to income taking into account the nature of the income (e.g., as ordinary income or long term capital gain); and (iii) taking into account all carryovers of losses or credits from prior years. Notwithstanding the foregoing, such distributions may be reduced or not made with respect to any fiscal year if the funds of the LLC are not available therefor (and the LLC shall not be obligated to borrow money, call for capital contributions from the Members or sell assets in order to generate sufficient cash to make any such distribution). Amounts otherwise distributable to a Member pursuant to this Section 4.02 with respect to a fiscal year shall be reduced by any amounts distributed to such Member pursuant to any provision of this Agreement during such year (other than amounts distributed pursuant to this Section 4.02 with respect to a prior fiscal year). Amounts distributed to a Member pursuant to this Section 4.02 shall be treated as advances against amounts otherwise distributable to the Member pursuant to this Agreement and, accordingly, shall reduce the amount of any subsequent distribution to the Member.

6.7 If the Manager determines in good faith that there is a material possibility that the LLC may be obligated to pay (or collect and pay over) the amount of any tax with respect to any Member's share of any income or distributions from the LLC, the LLC shall pay (or collect and pay over) the amount of such tax to the appropriate taxing authority. Any amount so paid with respect to a Member shall reduce the amount of any distribution that the Member would otherwise be entitled to receive at the time of the payment. If the amount paid with respect to a Member exceeds the amount of distributions then payable to such Member, such excess shall be treated as a loan to the Member from the LLC, payable with interest at the rate of the prime rate of interest announced from time to time by The Wall Street Journal plus three percent (3%) within ten (10) days after such time that the LLC makes payment to the appropriate taxing authority. If for any reason the amount of such loan is not timely paid, then such unpaid amount plus any accrued but unpaid interest thereon shall be set off against any future distributions to which such Member otherwise would have been entitled. For purposes of this Agreement, the amount of any reduction in a distribution that would otherwise be made to a Member pursuant to this Section 4.04 shall be treated as if distributed to such Member at the time it otherwise would have been distributed.

6.8 No Member shall have the right to require the LLC to distribute any of its assets in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Board of Managers. Any Member entitled to any interest in such assets shall, unless otherwise determined by the Board of Managers, receive separate assets of the LLC, and not an interest as a tenant in common with other Members entitled

to any such asset being distributed. However, in any case, any controlled substances, including cannabis, may not be distributed to any Member under any circumstances, and all distribution of such controlled substances must comply at all times with 935 CMR 500.

## Article VII

### 7.1 Allocation of Net Profits and Losses (other than from Capital Transactions).

7.1 (a) Except as otherwise provided in Article 7.2 or elsewhere herein, Net Losses for each fiscal period shall be allocated among the Members in the following manner and order of priority:

(i) first, until the cumulative Net Losses allocated pursuant to Article 7.1(a)(i) for the current and all prior fiscal years equal the cumulative Net Profits, if any, allocated among the Members pursuant to this Agreement for all prior fiscal periods, to the Members in reverse chronological order and in the proportions in which such Net Profits were previously allocated;

(ii) second, until the cumulative Net Losses allocated pursuant to this Article 7.1(a)(ii) for the current and all prior fiscal periods equal the aggregate Capital Contributions made by the Members, to the Members in proportion to the Capital Contributions made by such Members; and

(iii) the balance, to the Members in proportion to their Percentage Interests.

7.1(b) Except as otherwise provided in Article 7.2 or elsewhere herein, Net Profits for each fiscal period shall be allocated among the Members in the following manner and order of priority:

(i) First, until the cumulative Net Profits allocated pursuant to this Article 7.1(b)(i) for the current and all prior fiscal periods equal the cumulative Net Losses, if any, allocated among the Members pursuant to this Agreement for all prior fiscal periods, to the Members in the reverse chronological order and in the proportions in which such Net Losses were previously allocated; and

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

### 7.2 Allocation of Net Profits from Capital Transactions and Net Losses from Capital Transactions.

Except as otherwise provided herein, any Net Profits or Net Losses resulting from a Capital Transaction, shall be allocated among the Members in order to create positive Capital Account balances for the Members so that distributions to the Members as provided in Article 7.1(b) equal the distributions that would have been made had distributions been made to the Members in accordance with their Capital Accounts.

7.3 Special Allocations. (a) the requirements of Regulation §1.704-1(b)(4)(iv), relating to allocations of losses attributable to nonrecourse debt, the provisions for a “minimum gain chargeback”, as that term is defined in Regulation §1.704-2(f), and a “qualified income offset” as

that term is defined in Regulation §1.704-(2)(ii)(d), are incorporated herein and made a part of this Agreement by reference.

7.3(b) Income, gain, loss and deductions with respect to any property contributed to the capital of the Company 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 to the Company for Federal income tax purposes and its fair market value at time of contribution in accordance with Section 704(c) of the Internal Revenue Code and the regulations thereunder.

7.3(c) Nonrecourse Deductions shall be allocated among the Members in accordance with their Percentage Interests.

7.3(d) If the fair market value of any Company asset is adjusted, subsequent allocations of income, gain, loss and deduction with respect to such asset, as computed for the purpose of determining taxable income, shall take account of any variation between the adjusted basis of such asset for Federal income tax purposes and its fair market value in the manner provided in Regulations Section 1.704-1(b)(4)(i).

7.3(e) The allocations set forth in the preceding paragraphs (a), (b), (c) and (d) of this Section 7.4 (the Regulatory Allocations) are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Article 7.4. Therefore, notwithstanding any other provision of this Article 7 (other than the Regulatory Allocations), the Managing Members shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner she deems appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Article 7.1.

### **Article VIII. Capital Accounts.**

8.1 A separate Capital Account shall be established and maintained for each Member in accordance with Treas. Reg. § 1.704-1(b) and this Article 8. Except as otherwise provided herein, a Member's Capital Account shall be equal to the cash and the fair market value of any property (net of any liabilities secured by such property that the Company is considered to have assumed and taken subject to) initially contributed by such Member to the capital of the Company. Each Member's Capital Contribution to, or capital withdrawal from, the Company's Capital Account, shall be credited, or debited, respectively, to that Member's Capital Account. Except as provided in Article 9 hereof, items of income, gain, loss, deduction or credit shall be allocated to the Members in proportion to their respective Member's Interests. No Member shall have any personal liability for any obligation of the Company.

8.2 In the event that the Minimum Investment is not reached by six months following the execution of this agreement then each Member's Capital Contribution will be returned to each Member and this Agreement shall become null, void and of no further force or effect.

#### **Article IX. Allocations of Gain and Losses for Income Tax Purposes.**

9.1 Net Tax Profits, as defined in the Code, for each fiscal year will be allocated to the Members in accordance with their Interests.

9.2 Net Tax Losses, as defined in the Code, for each fiscal year will be allocated to the Members in accordance with their Interests.

9.3 Notwithstanding anything to the contrary set forth above, for federal income tax purposes any items of income, gain, loss and deduction, with respect to property contributed to the Company, shall be shared by the Members so as to take into account any variation between the federal income tax basis of the property to the Company and its fair market value at the time of its contribution to the Company utilizing any such method as may be selected by the Manager in his discretion that is authorized pursuant to Section 704(c) of the Code.

#### **Article X. Books of Accounts; Annual Accounting.**

10.1 The Company shall maintain or cause to be maintained at its principal place of business complete and accurate books and records of the assets, business and affairs of the Company kept in accordance with GAAP principles. Each Member shall have the right to audit and inspect such books and records within 24 hours of their request. If any Member shall elect to have a third party audit such books and records, the electing Member shall bear the full cost of such third party's fees and expenses incurred therein.

10.2 The Manager shall have the power and authority to amend any schedule or exhibit to this Agreement to reflect the transfer of a Member's Membership Interest in accordance with this Agreement, the occurrence of a terminating event with respect to a Member or other event affecting the status of the Membership Interest of a Member under this Agreement or the Act. The Manager will notify all Members of such amendment, termination, or other event within 24 hours of such actions taking place.

10.3 The Manager shall designate the "Tax Matters Partner" under Section 623(a)(7) of the Code to manage administrative tax proceedings with the Internal Revenue Service.

10.4 The Company shall provide reports, including a balance sheet, statement of profit and loss and changes in Member's accounts, and a statement of cash flows, at least annually to the Members at such time and in such manner as the Manager may determine reasonable, within the bounds of GAAP principles and the Financial Records and Recordkeeping requirements of 935

CMR 500. Any Member may then request further information and supporting documentation of such reports at their discretion, which the Manager will promptly and completely return.

10.5 The Company shall prepare and timely file income tax returns of the Company in all jurisdictions where such filings are required, and the Company shall prepare and deliver to each Member, within one hundred twenty (120) days after the expiration of each fiscal year, and at Company expense, all information returns and reports required by the Code and Tax Regulations and Company information necessary for the preparation of the Member's federal tax returns.

#### **Article XI. Bank Account.**

11. The Company shall maintain one or more accounts (including, but not limited to, brokerage, custodial, checking, cash management and/or money market accounts) in such banks, brokerage houses or other financial institutions as the Manager may, in his sole discretion, determine, which must be chartered in Massachusetts, in good regulatory standing, and be cannabis banking compliant. All amounts deposited by or on behalf of the Company in those accounts shall be and remain the property of the Company. All withdrawals from such accounts shall be made only by the Manager or an Officer authorized by the Manager. No funds of the Company shall be kept in any account other than a Company account, and funds of the Company shall not be commingled with the funds of any other Member or Manager; and no Member, Manager or Officer shall apply, or permit any other Member or Manager to apply, such funds in any manner, except for the benefit of the Company.

#### **Article XII. No Compensation.**

Except as provided herein, no Member shall be compensated for services rendered to the Company, unless approved in advance by the unanimous vote of the Members. No Member shall be required to perform services for the Company solely by virtue of being a Member. However, upon substantiation of the amount and purpose thereof, the Members shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company. Anything to the contrary contained in this Agreement notwithstanding, this Article XII shall not be construed to prevent any corporation, limited liability company or business entity in which a Member has an equity interest from being compensated for services, goods, or materials sold or provided to the Company.

#### **Article XIII. Transfers.**

13.1 (a) No Member may Transfer his, her or its interest in the LLC unless the non-transferring Members shall have previously unanimously approved such Transfer in writing..

2. No assignment of the interest of a Member shall be made if, in the opinion of counsel to the LLC, such assignment (i) may not be effected without registration under the Securities Act; (ii) would result in the violation of any applicable state securities laws; or (iii) unless approved by the Board of Managers (acting exclusive of any Manager which



is, or is affiliated with, the Transferring Member), would result in the treatment of the LLC as an association taxable as a corporation or as a "publicly traded limited partnership" for tax purposes. The LLC shall not be required to recognize any such assignment until the instrument conveying such interest has been delivered to the Board of Managers for recordation on the books of the LLC; or (iv) would require the filing of a Change of Ownership and Control Request with the Cannabis Control Commission, or require any other such relevant regulatory approval.

13.2 Any Member desiring to sell or otherwise dispose of his Membership Interest (the "**Offering Member**") shall give to the Members (the "**Non-Offering Members**") and the Company written notice of his intention to sell. Such written notice shall specify the proposed purchaser (the "**Purchaser**") and the purchase price, terms and conditions of the proposed sale of Offering Member's Membership Interest. Such notice shall also contain, or shall be deemed to contain, an irrevocable offer to sell all, but not less than all, of the Offering Member's Membership Interest in the Company to the Non-Offering Members in the same proportions as their respective Membership Interests bear to all of the Membership Interests in the Company held by the Non-Offering Members. Within fifteen (15) days after the receipt of such offer the Non-Offering Members may, at their option, elect to purchase all or part of the Membership Interest of the Offering Member offered to them. The Non-Offering Members may also offer to purchase any portion of the Membership Interest offered not purchased by the other Non-Offering Members. If any of the Non-Offering Members refuses or fails to purchase all or part of such Membership Interest which is not purchased by another Non-Offering Member, the Company, at its option, may elect to purchase within an additional ten (10) day period the Membership Interest not purchased by the Non-Offering Members. None of the Membership Interest so offered may be purchased by either the Non-Offering Members or the Company unless all of the Membership Interest of the Offering Member are purchased as provided herein. The Offering Member shall not participate, in any capacity, in the Company's decision to exercise its right to purchase such Member's Membership Interest under this or any other Section of this Agreement. If neither the Non-Offering Members nor the Company elect to purchase all of the Offering Members Interest pursuant to this Section 13.2, the offer to sell the Offering Member's Membership Interest shall be deemed rejected and then the Offering Member may sell all, but not less than all, of his Membership Interest to the Purchaser on the same terms and conditions set forth in his offer to sell for a period of Ninety (90) days from the date his offer was rejected, or deemed rejected; provided that, the Purchaser first agrees in writing to be bound by the terms and conditions of this Agreement. If the sale to the Purchaser is not consummated within said ninety (90) day period, or within 90 days following approval of the Cannabis Control Commission of the instant transaction, then the Offering Member's Membership Interest shall again be subject to the terms and restrictions contained in this Agreement as if such offer had never been made. No such sale or disposal may occur unless and until if, in the opinion of LLC counsels, such sale would require the filing of a Change of Ownership and Control Request with the Cannabis Control Commission, or require any other such relevant regulatory approval, and such approvals have been obtained.

13.3 Unless a transferee is admitted as a Member in accordance with the terms of this Agreement, the only effect of a transfer of a Membership Interest (including, but not limited to, a transfer resulting from or relating to a death or adjudication of incompetence of a Member) is to entitle the transferee to receive allocations of profit and loss as if the transferor continued to own

such Membership Interest. Except as provided in the preceding sentence, a transferee shall not be entitled to any other rights herein.

13.4 A transfer of a Membership Interest in accordance with the terms of this Agreement and applicable law shall not dissolve the Company.

3.

13.5 In the event of the death, bankruptcy or determination of disability or incompetence or other permitted withdrawal (an "Event of Withdrawal") of a Member during the term of this Agreement, the Company shall liquidate the interest in the Company of the Member to whom such Event of Withdrawal has occurred at the fair value of the Member's interest in the Company and in the manner, at the time, and upon the conditions set forth in this Section 13.5, with all payments made by the Company on account of such Member's interest in the Company to constitute payments made in liquidation of such interest within the meaning of Section 736 of the Internal Revenue Code of 1986, as amended (the "Code").

It is the intention of the parties hereto that all payments made in liquidation of the Member's interest in the Company as specified above shall be solely in exchange for the interest of the Member in property of the Company, including the goodwill of the Company, under Section 736(b)(1) of the Code, except that amounts, if any, attributable to unrealized receivables (as defined in Section 751(c) of the Code) as of the date of the Event of Withdrawal shall be deemed to be made under Section 736(a)(1) of the Code.

For purposes of this Section 13.5 the fair value of the Member's interest in the Company is equal to two times the annual gross profits of the Company for the proceeding twelve months multiplied by the Member's percentage interest in the Company (i.e., gross profits of \$1,000,000 multiplied by 10% membership interest equals \$100,000) to be paid without interest equal annual installments starting on the date of the Event of Withdrawal and continuing for five years, each payment to be made on the anniversary of the Event of Withdrawal. If the Company redeems such Membership Interest, the Member shall have no right to participate in the profits and losses of the Company or to exercise any further rights of any nature except to receive payment of the purchase price without interest. If the Event of Withdrawal is by reason of the death of a Member, such Member's Membership Interest may be transferred or assigned to such Member's heirs and/or beneficiaries, pursuant to will or otherwise, free of the Company's rights to redeem set forth above. Any such liquidation or other transfer of interest shall be held in escrow, if in the opinion of LLC counsels, such liquidation or transfer would require the filing of a Change of Ownership and Control Request with the Cannabis Control Commission, or require any other such relevant regulatory approval, and be held in escrow until such approvals have been obtained.

4.

Notwithstanding anything to the contrary contained in this Section 13.5, the Members may by unanimous agreement, at the time an Event of Withdrawal occurs, provide for such other or additional terms and conditions as to determinations of value, schedules of payments and nature of payments, as they shall deem appropriate, such other or additional terms and conditions, if agreed to by all Members, to be in lieu of those set forth in this Section 13.5.

## **Article XV. Dissolution and Liquidation of Company.**



15.1 The Company shall be dissolved only upon the first of the following events to occur:

- (i) the Affirmative Vote of the Members;
- (ii) the sale of all or substantially all of the assets of the Company, following Cannabis Control Commission of the Change of Ownership and Control Request;
- (iii) a consolidation or merger of the Company such that the Members do not hold at least 50% interest in the successor entity following Cannabis Control Commission of the Change of Ownership and Control Request;
- (iv) the entry of a judicial decree of dissolution of the Company pursuant to the Act; or
- v) failure of the company to obtain a provisional license from the Commonwealth of Massachusetts to cultivate cannabis within eighteen months from the date of this Agreement.

15.2 Upon liquidation of the Company, items of income and profit shall be allocated to Members with deficit Capital Account balances, pro rata to their respective deficits, until all such Accounts have been restored to zero.

15.3 Upon a dissolution of the Company, the liquidating trustee (the "**Trustee**") shall take or cause to be taken a full account of the Company's assets and liabilities as of the date of such dissolution and shall proceed with reasonable promptness to liquidate the Company's assets and to terminate its business and affairs. The Company's assets, or the proceeds from the liquidation thereof, shall be applied in cash or in kind in the following order:

(i) to creditors (including a Member (other than on account of the Member's Capital Account)) to the extent otherwise permitted by applicable law in satisfaction of all liabilities and obligations of the Company, including expenses of the liquidation (whether by the payment or making of reasonable provision for payment thereof), other than liabilities for which reasonable provision for payment has been made and liabilities for distribution to the Members and former Members;

(ii) to the establishment of such reserves for contingent liabilities of the Company as are deemed necessary or desirable by the Trustee (other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to Members and former Members; provided, however, that such reserves shall be held in a bank or other financial institution in escrow for the purpose of disbursing such reserves for the payment of such contingent liabilities and, at the expiration of such period as the Trustee may reasonably deem advisable, for the purpose of distributing the remaining balance in accordance with subsections (iii) and (iv) below;

(iii) to Members and former Members in satisfaction of liabilities for distributions;

(iv) to the Members, to be divided among them in accordance with, and to the extent of, their respective positive Capital Account balances (determined after the allocation of profit, loss and special allocations and any required contributions); and

(v) to the Members until such Members have received aggregate distributions (taking into account any prior distributions) equal to their Initial Capital Contributions, then to all Members to be divided pro rata among them in accordance with their Percentage Interests.

15.4 The Trustee shall be allowed a reasonable time for the orderly liquidation of the Company's assets and the discharge of indebtedness and other liabilities of the Company to creditors, so as to preserve and, upon disposition, maximize the value of the Company's assets.

15.5 If a Member contributed property to the Company, that Member may request a return of the property upon dissolution of the Company.

15.6 Following the liquidation of the Company, the Trustee shall file Articles of Dissolution of the Company with the Secretary of the Commonwealth of Massachusetts Division of Corporations and the Cannabis Control Commission

15.7 The location and amounts of all controlled substances must be disclosed to the Cannabis Control Commission, and may only be destroyed in accordance with their regulations and guidance.

#### **Article XVI. Forbidden Acts.**

No Member or Manager shall:

16.1 Have the right or authority to bind or obligate the Company to any extent whatsoever with regard to any matter outside the scope of the Company's Business or purpose.

16.1.1 Except as provided in Article XIII, without the Affirmative Vote of the Members, no Member may assign, transfer, pledge, mortgage or sell all or part of his/her Membership Interest in the Company to any other Member or other person whomsoever or enter into any agreement as the result of which any person or persons not a Member shall share such Member's Membership Interest in the Company.

16.1.2 Hypothecate or otherwise pledge as collateral for borrowed money any securities owned by the Company.

16.1.3 Use the Company name, credit or property for other than Company purposes.

16.1.4 Do any act detrimental to the interests of the Company or which would make it impossible to carry on the Business or purpose of the Company.

#### **Article XVI. Miscellaneous.**

17.1 **Registered Agent.** The name and address of the Company's registered agent upon whom and at which process against the Company can be served shall be James McMahon, Esq, McMahon Strategic Development, Sudbury, MA, 01776 or such other person(s) or address(es) as may be designated by the Manager.

17.2 **Members.** The full name, present mailing address, e-mail address, employer identification number or social security number, agreed value of contribution and Percentage of each Member are set forth on Exhibit A.

17.3 **Notices.** Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "**Notice**") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested or by e-mail or by facsimile transmission, provided receipt of an e-mail or facsimile transmission is actually acknowledged by the Member or Member's agent. Any notice to be given hereunder by the Company shall be sent by the Manager. A notice must be addressed to a Member at the Member's last known address on the records of the Company. A notice to the Company must be by mail in the manner described above addressed to the Company at its Principal Office. A notice that is sent by mail will be deemed given three (3) business days after it is mailed, unless returned as undeliverable, in which case reasonable efforts must be made to notify such Member via alternative means. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees. A notice sent by facsimile is deemed given when receipt is acknowledged.

17.4 **Limitation of Authority.** Except as expressly provided herein, no provision hereof shall be deemed to create any partnership, joint venture, joint enterprise or association among the parties hereto, or to authorize or to empower any party hereto to act on behalf of, obligate or bind any other party hereto.

17.5 **Fees and Expenses.** All fees and expenses, including, without limitation, attorneys' fees and expenses, of the Company incurred in connection with this Agreement shall be borne by the Company.

17.6 **Waiver.** No course of dealing or omission or delay on the part of any party hereto in asserting or exercising any right hereunder shall constitute or operate as a waiver of any such right. No waiver of any provision hereof shall be effective, unless in writing and signed by or on behalf of the party to be charged therewith. No waiver shall be deemed a continuing waiver or waiver in respect of any other or subsequent breach or default, unless expressly so stated in writing.

17.7 **Governing Law and Jurisdiction.** Any and all disputes concerning this Agreement, or concerning any obligations, responsibilities, or rights assumed by any Party to this Agreement, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The Parties agree that if any dispute arises over the terms of this Agreement, that any action or proceeding shall be adjudicated in the federal or state courts located in the Commonwealth of Massachusetts which shall have jurisdiction over the parties hereto. Each of the Parties waives any claim of inconvenient forum with respect to the jurisdiction of such courts.

The Parties agree that service of process may be made upon them by the other parties in the same manner as provided for the giving of notices.

17.8 **Amendments.** This Agreement may be amended or modified at any time with the written consent or approval of all of the Members.

17.9 **Severability.** The provisions hereof are severable and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof shall not be affected, but shall, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision shall be deemed, without further action on the part of the parties hereto, amended and limited to the extent necessary to render such provision, as so amended and limited, valid and enforceable.

17.10 **Terms.** Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person may in the context require.

17.11 **Further Assurances.** Each party hereto shall promptly execute, deliver, file or record such agreements, instruments, certificates and other documents and take such other actions as the Manager may reasonably request or as may otherwise be necessary or proper to carry out the terms and provisions of this Agreement and to consummate and perfect the transactions contemplated hereby.

17.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement is not intended, and shall not be deemed, to create or confer any right or interest for the benefit of any person not a party hereto.

17.13 **Assignment.** Except as otherwise expressly provided herein, neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party without the prior written consent of each other party hereto. Any purported assignment in violation of this Agreement shall be null and void *ab initio* and without effect.

17.14 **Construction.** This Agreement shall not be construed against the Company or any party by reason of its having caused this Agreement to be drafted.

17.15 **Captions.** The heading contained herein are for convenience purposes only and shall not affect interpretation of the terms of this Agreement.

17.16 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

17.17 **Entire Agreement.** This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements (whether written or oral) relating thereto, all of which are merged herein.

**IN WITNESS WHEREOF**, the Members have duly executed and delivered this Agreement as of the date first above written.

**Members:**

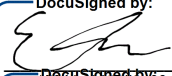


DocuSigned by:  
  
DocuSigned by:  
Eric Feldman  
  
DocuSigned by:  
Tucker Thiele  
  
7A6EB395A52A419...  
Todd Wilson as an authorized agent of  
WWM, LLC

EXHIBIT A

MEMBERSHIP INTERESTS

MEMBERS	ADDRESS	PERCENTAGE INTEREST	AGREED CONTRIBUTION	EIN OR SOCIAL SECURITY NO.
Eric Feldman		20%		
Tucker Thiele		20%		
WWM,LLC		20%		
Total		60%		

Total		40%		





**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

**Identification Number:** 001405072

**1. The exact name of the limited liability company is:** GREENWAY CULTIVATION, LLC

**2a. Location of its principal office:**

No. and Street: 800 SIXTH AVENUE, SUITE 17B  
C/O ERIC FELDMAN

City or Town: NEW YORK State: NY Zip: 10001 Country: USA

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

No. and Street: 84 STATE STREET  
SASSOON & CYMROT, LLP

City or Town: BOSTON State: MA Zip: 02109 Country: USA

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

WAITING FOR LICENSE FROM THE MASSACHUSETTS CANNABIS CONTROL COMMISSION

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: LEWIS SASSOON  
 No. and Street: 84 STATE STREET  
SASSOON & CYMROT, LLP

City or Town: BOSTON State: MA Zip: 02109 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ERIC FELDMAN	800 SIXTH AVENUE, SUITE 17B NEW YORK, NY 10001 USA

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

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------



First, Middle, Last, Suffix

Address, City or Town, State, Zip Code

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ERIC FELDMAN	800 SIXTH AVENUE, SUITE 17B NEW YORK, NY 10001 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of October, 2019,**  
**LEWIS SASSOON**

*(The certificate must be signed by the person forming the LLC.)*

THE COMMONWEALTH OF MASSACHUSETTS

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

October 04, 2019 10:53 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

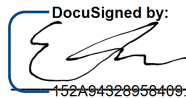
*Secretary of the Commonwealth*

### Attestation of No Employees

I, Eric Feldman, as a Member of Greenway Cultivation, hereby attest that as of the date of this application, Greenway Cultivation has no employees. Only bona-fide Independent Contractors have been engaged as advisors in the licensure process. Therefore, I have been ineligible to file or create an account with the Department of Unemployment Assistance.

As soon as the first Greenway Cultivation Employee is hired, Greenway Cultivation will register with the Department of Unemployment Assistance and provide the Commission with a Certificate of Good Standing.

Sworn this 11th day of March, 2022

DocuSigned by:  
  
152A94328950409...

Eric Feldman  
Member  
Greenway Cultivation, LLC



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

mass.gov/dor

Letter ID: L1269837504  
Notice Date: March 11, 2022  
Case ID: 0-001-449-508



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GREENWAY CULTIVATION, LLC  
70 W RIVER ST  
ORANGE MA 01364-1409

### *Why did I receive this notice?*

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

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

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

### *What if I have questions?*

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

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



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

William Francis Galvin  
Secretary of the  
Commonwealth

March 14, 2022

TO WHOM IT MAY CONCERN:

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

**GREENWAY CULTIVATION, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 4, 2019**.

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: **ERIC FELDMAN, TUCKER THIELE, WWM LLC**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ERIC FELDMAN, TUCKER THIELE, WWM LLC**

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

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# **BUSINESS PLAN**

**Cannabis Cultivation and Manufacturing**

**by Greenway Cultivation LLC**



Prepared by:

Eric Feldman

Chief Executive Officer

Phone: (914) 707-0230

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## Summary

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This offering is to raise \$ 6.75mm to fund a cultivation and manufacturing facility for the Cannabis THC market in Orange, Massachusetts. The investor schedule projects a return of the investment by the end of year two.

## Massachusetts Industry Analysis

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The cannabis industry is more attractive than ever to invest in after a series of events that recently occurred in the Commonwealth Massachusetts:

- ❑ November 8, 2016: Voters overturn cannabis prohibition for adults 21 and older
- ❑ December 15, 2016: Cannabis became legal for adults to grow and possess in limited quantities
- ❑ November 20, 2018: First sale of cannabis products for recreational use commenced

Since November 2018, the sales of cannabis have been limited to medicinal/recreational dispensaries throughout Massachusetts. Medical dispensaries must be vertically integrated, meaning that the cannabis must be tracked from seed to final product. Recreational dispensaries are not required to be vertically integrated. The current sale of cannabis products extend to only licensed medical dispensaries and recreational dispensaries.

The above illustrates the current attractiveness of the industry, an unmet demand, and the growing popularity of a previously absolutely prohibited product. Legislation does have an impact on industry attractiveness. The Cannabis Control Commission (CCC) is handing out licenses for retailers, cultivators, processors, and labs. Massachusetts Cannabis Coalition (MCC) has no set number of licenses to be awarded to recreational cannabis shops highlighting the anticipated demand.

## Local Analysis

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Greenway Cultivation (GC) will be a 40,000 sqft grow and manufacturing facility (20,000 sqft canopy) located in Orange, MA. The management of GC will bring superior market knowledge and technical expertise that will set it apart from others in this highly fragmented market which will enable it to maximize yields while maintaining the highest quality product.

Fixed Costs		
	Monthly	Annual
Rent Yr1	\$ 15,833.33	\$ 190,000.00
RE Tax	\$ 500.00	\$ 6,000.00
Electric	\$ 25,000.00	\$ 300,000.00
Water	\$ 10,000.00	\$ 120,000.00
Gas	\$ 10,000.00	\$ 120,000.00
		\$ 736,000.00
Operating Costs		
	Monthly	Annual
Labor	\$ 120,000.00	\$ 1,440,000.00
Construction Costs		
Architect	\$ 60,000.00	
MEP Engineer	\$ 40,000.00	
Expeditor	\$ 4,000.00	
Consultant	\$ 10,000.00	
Interior fit out(insulation, partitions, doors)	\$ 600,000.00	
GC	\$ 50,000.00	
Electrician	\$ 1,000,000.00	
Plumber and Sprinkler	\$ 300,000.00	
Mechanical Contractor and (2) 50 ton units and splits	\$ 690,000.00	
Dehumidification	\$ 60,000.00	
1000 ga propane tank	\$ 5,000.00	
Lights, VAS	\$ 1,500,000.00	
Racks and Trays and flood tables	\$ 500,000.00	
Fans	\$ 6,000.00	
Water Filtration system	\$ 35,000.00	
Security System	\$ 80,000.00	
Controls and misc. equipment	\$ 275,000.00	
<b>Total</b>	<b>\$ 5,215,000.00</b>	





Target Annual Operating Projections 1st Year of Operation		
	Quarter	Annual
Total Sales	\$ 7,200,000.00	\$ 28,800,000.00
Total Fixed Costs	\$ 184,000.00	\$ 736,000.00
Total Operating Costs	\$ 543,000.00	\$ 2,172,000.00
<b>Gross Net Profit</b>	<b>\$ 6,473,000.00</b>	<b>\$ 25,892,000.00</b>

Cultivation Tax (3% of gross sales)	\$ 864,000.00
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Total Sales After Cultivation Tax	\$ 27,936,000.00
Total Fixed Costs	\$ 736,000.00
Total Operating Costs	\$ 2,172,000.00
<b>Net Profit</b>	<b>\$ 25,028,000.00</b>

Conservative Annual Operating Projections		
	Quarter	Annual
Total Sales	\$ 3,000,000.00	\$ 12,000,000.00
Total Fixed Costs	\$ 184,000.00	\$ 736,000.00
Total Operating Costs	\$ 543,000.00	\$ 2,172,000.00
<b>Gross Net Profit</b>	<b>\$ 2,273,000.00</b>	<b>\$ 9,092,000.00</b>

Cultivation Tax (3% of gross sales)	\$ 360,000.00
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Total Sales After Cultivation Tax	\$ 11,640,000.00
Total Fixed Costs	\$ 736,000.00
Total Operating Costs	\$ 2,172,000.00
<b>Net Profit</b>	<b>\$ 8,732,000.00</b>

Investor Distributions Year 1		
	Conservative Projections	Target Projections
Cultivation Net Profits	\$8,732,000	\$25,028,000
Manufacturing Net Profits	\$500,000.00	\$1,000,000.00
<b>80% of Net Profits</b>	<b>\$7,385,600.00</b>	<b>\$20,822,400.00</b>

## Risk Factors

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### Legal and Political Risks

Cannabis remains illegal under federal law. Cannabis is a Schedule-I controlled substance and is illegal under federal law. It remains illegal under United States federal law to grow, cultivate, sell or possess cannabis for any purpose or to assist or conspire with those who do so. Additionally, 21 U.S.C. 856 (“CSA”) makes it illegal to “knowingly open, lease, rent, use, or maintain any place, whether permanently or temporarily, for the purpose of manufacturing, distributing, or using any controlled substance.” Even in those states in which the use of cannabis has been authorized, its use remains a violation of federal law. Any person that is connected to the cannabis industry, including, but not limited to, a member of the Company, may be at risk of federal criminal prosecution and civil liability. Any investments could also be subject to civil or criminal forfeiture and a total loss. Since federal law criminalizing the use of cannabis is not preempted by state laws that legalize its use, strict enforcement of federal law regarding cannabis would likely result in the Company’s inability to proceed with its business plan and a possible total loss of its investment. Additionally, pursuant to 26 U.S. Code § 280E, any business engaged in the trafficking of a controlled substance may be prohibited from making certain deductions or obtaining certain tax credits. Some courts have determined that contracts relating to state legal cultivation and sale of cannabis are unenforceable on the grounds that they are illegal under federal law and therefore void as a matter of public policy. This could substantially impact the rights of parties making or defending claims involving the Company and any lender or member of the Company. Due to the federal illegality of cannabis and the charged political climate surrounding the cannabis industries of various states, political risks are inherent in the cannabis industry. It remains to be seen whether policy changes at the federal level will have a chilling effect on the cannabis industry.

#### □ *Rescission of the “Cole Memo”*

On January 4, 2018, Attorney General Sessions rescinded the previously issued memorandum from the Justice Department which de-prioritized the enforcement of federal law against marijuana users and businesses who comply with state cannabis laws (the “Cole Memorandum”), adding uncertainty to the question of how the Federal government will now choose to enforce federal laws regarding cannabis. Attorney General Sessions issued a memorandum to all United States Attorneys in which Attorney General Sessions affirmatively rescinded the Cole Memorandum as to cannabis enforcement, calling such guidance “unnecessary.” Attorney General Sessions’ one-page memorandum was vague in nature, stating that federal prosecutors should use established principals in setting their law enforcement priorities. Under previous administrations, the U.S. Department of Justice indicated that those users and suppliers of medical cannabis who complied with state laws, which required compliance with certain criteria, would not be prosecuted. As a result, it is now unclear if the Justice Department will seek to enforce the Controlled Substances Act

against those users and suppliers who comply with state cannabis laws. If such enforcement occurs, the federal government may raid the Company, seize all of its equipment and inventory, and arrest all of its officers, directors, managers and members.

□ *The FinCEN Memo could be rescinded*

Due to the CSA categorization of marijuana as a Schedule I drug, federal law also makes it illegal for financial institutions that depend on the Federal Reserve's money transfer system to take any proceeds from marijuana sales as deposits. Banks and other financial institutions could be prosecuted and possibly convicted of money laundering for providing services to cannabis businesses under the United States Currency and Foreign Transactions Reporting Act of 1970 (the "Bank Secrecy Act"). Therefore, under the Bank Secrecy Act, banks or other financial institutions that provide a cannabis business with a checking account, debit or credit card, small business loan, or any other service could be charged with money laundering or conspiracy. However, the Department of the Treasury, Financial Crimes Enforcement Network issued a memorandum on February 14, 2014 ("FinCEN Memo") which de-prioritizes enforcement of the Bank Secrecy Act against financial institutions and cannabis related businesses which utilize them. This memo appears to be a standalone document and is presumptively still in effect. Having said that, at any time, the Department of the Treasury, Financial Crimes Enforcement Network could elect to rescind the FinCEN Memo. This would make it more difficult for the Company to access the U.S. banking system and conduct financial transactions, which would have a material adverse effect on the Company Business. Enforcement of the Bank Secrecy Act against the Company would also be made more likely in the event of a rescission of the FinCEN Memo. This would subject the Company's officers, directors, managers and members to potential criminal prosecution, and would have a material adverse effect on the Company Business.

In addition, it is important to note that even with the FinCEN Memo in place, prosecution of the Company for violations of the Bank Secrecy Act still remains possible, as the FinCEN Memo is only prosecutorial guidance and does not have the force of law.

□ *The 2015 Appropriations Rider must be reauthorized every year to provide any protections.*

In 2014, Congress passed a spending bill (the "2015 Appropriations Bill") containing a provision (the "Appropriations Rider") blocking federal funds and resources allocated under the 2015 Appropriations Bill from being used to "prevent such States from implementing their own State [medical marijuana] law". The Appropriations Rider seemed to have prohibited the federal government from interfering with the ability of states to administer their cannabis laws, although it did not codify federal protections for cannabis patients and producers.

Moreover, despite the Appropriations Rider, the Justice Department maintains that it can still prosecute violations of the federal cannabis ban and continue cases already in the courts.

Additionally, the Appropriations Rider must be re-enacted every year. The Appropriations Rider was extended in the Consolidated Appropriations Act of 2019 (“2019 Act”), which was signed by President Trump on December 20, 2019 and funded the departments of the federal government through the fiscal year ending September 30, 2020. Congress passed and President Trump signed a Continuing Resolution that extends the 2019 Act through December 11, 2020.

In signing the 2019 Act, President Trump issued a signing statement noting that the Act “provides that the Department of Justice may not use any funds to prevent implementation of marijuana laws by various States and territories,” and further stating “I will treat this provision consistent with the President’s constitutional responsibility to faithfully execute the laws of the United States.” While the signing statement can fairly be read to mean that the executive branch intends to enforce the CSA and other federal laws prohibiting the sale and possession of marijuana, the President did issue a similar signing statement in 2017 and no federal enforcement actions followed.

On February 11, 2020, as both he and former President Obama have done in the past, President Trump submitted a budget request to Congress that omitted the language of the Appropriations Rider. The Company’s proposed business is dependent on laws pertaining to the cannabis industry, and further legislative development is not guaranteed.

- *The Company’s business plan involves some or all of the following: cultivation, manufacture, storage, and adult use cannabis products in compliance with applicable state law, but in violation of federal law (generally referred to herein as the “Company Business”). Continued development of the cannabis industry is dependent upon continued legislative and regulatory authorization of cannabis at the state level.*

Any number of factors could slow or halt progress in this area. Further progress is not assured. While there may be ample public support for legislative action, numerous factors impact the legislative and regulatory process. Any one of these factors could slow or halt business operations relating to cannabis or the current tolerance for the use of cannabis by consumers, which would negatively impact the Company Business. The cannabis industry faces strong opposition. Many believe that several large, well-funded businesses may have a strong economic opposition to the cannabis industry. The Company believes that the pharmaceutical industry does not want to cede control of any product that could generate significant revenue. For example, medical cannabis will likely adversely impact the existing market for the current “cannabis pill” sold by mainstream pharmaceutical companies. Further, the medical cannabis industry could face a material threat from the pharmaceutical industry should cannabis displace other drugs or encroach upon the pharmaceutical industry’s products. The pharmaceutical industry is well funded with a strong and experienced

lobby that eclipses that of the medical and retail cannabis industries. Any inroads the pharmaceutical industry made in halting or impeding the cannabis industry could have a detrimental impact on the Company Business.

□ ***The legality of cannabis could be reversed in one or more states of operation.***

The voters or legislatures of states in which cannabis has been legalized could potentially repeal applicable laws which permit both the operation of cannabis businesses. These actions might force the Company to cease the Company Business.

□ ***Enforceability of contracts***

It is a fundamental principle of law that a contract will not be enforced if it involves a violation of law or public policy. Notwithstanding that cannabis related businesses operate pursuant to the laws of states in which such activity is legal under state law, judges have on a number of occasions refused to enforce contracts for the repayment of money when the loan was used in connection with activities that violate federal law, even if there is no violation of state law. There remains doubt and uncertainty that the Company will be able to legally enforce contracts it enters into if necessary. As the Company cannot be assured that it will have a remedy for breach of contract, the Company and its members must bear the risk of the uncertainty in the law. If borrowers fail or refuse to repay loans and the Company is unable to legally enforce its contracts, the Company may suffer substantial losses for which it has no legal remedy.

□ ***Risk of criminal prosecutions for money laundering***

One possible repercussion for investors in the Company is a prosecution for violation of federal money laundering statutes, specifically U.S.C.A. § 1956 and § 1957. Because these statutes criminalize certain transactions involving the proceeds of activity, which is itself criminal, it is possible that investors in the Company could be subject to prosecution for investing in, obtaining dividends from, or otherwise transacting with the Company. While there have been no recent prosecutions of investors in cannabis-related businesses for violation of either § 1956 or § 1957, this could change along with federal enforcement priorities.

□ ***Risk of civil asset forfeiture***

Because the cannabis industry remains illegal under federal law, any property owned by participants in the cannabis industry which are either used in the course of conducting such business, or are the proceeds of such business, could be subject to seizure by law enforcement and subsequent civil asset forfeiture. Even if the owners of the property were never charged with a crime, the property in question could still be seized and subject to an administrative proceeding by which, with minimal due process, it could be subject to forfeiture.

□ ***Risk of RICO prosecution or civil liability***

The Racketeer Influenced Corrupt Organizations Act (“RICO”) criminalizes the use of any profits from certain defined “racketeering” activities in interstate commerce. While intended to provide an additional cause of action against organized crime, due to the fact that cannabis is illegal under U.S. federal law, the production and sale of cannabis qualifies cannabis related businesses as “racketeering” as defined by RICO. As such, all officers, managers and owners in a cannabis related business could be subject to criminal prosecution under RICO, which carries substantial criminal penalties. RICO can create civil liability as well: persons harmed in their business or property by actions which would constitute racketeering under RICO often have a civil cause of action against such “racketeers,” and can claim triple their amount of estimated damages in attendant court proceedings. The Company as well as its officers, managers and owners could all be subject to civil claims under RICO.

#### □ *Legal uncertainty*

Laws and regulations affecting the cannabis industry are constantly changing, which could detrimentally affect the Company’s proposed operations. Local, state and federal cannabis laws and regulations are broad in scope and subject to evolving interpretations, which could require the Company to incur substantial costs associated with compliance or alter its business plan. For instance, adult use cannabis regulations in the Commonwealth of Massachusetts have been substantially amended multiple times. In addition, violations of these laws, or allegations of such violations, could disrupt the Company Business and result in a material adverse effect on its operations. In addition, it is possible that regulations may be enacted in the future that will be directly applicable to the Company’s proposed business, including, but not limited to, regulations or laws impacting the amount of production that the Company is authorized to produce. The federal election which took place on November 3, 2020, resulted in changes of office holders of the Presidency and Congress, and could potentially result in relating changes in federal cannabis laws, regulations and policies. The Company cannot predict the nature of any future laws, regulations, interpretations or applications, nor can the Company determine what effect additional governmental regulations or administrative policies and procedures, if promulgated, could have on the Company Business.

## **Business Risks**

#### □ *Economic environment*

The Company’s operations could be affected by the economic context should the unemployment level, interest rates or inflation reach levels that influence consumer trends and consequently, impact the Company’s sales and profitability.

As well, general demand for banking services and alternative banking or financial services cannot be predicted, and future prospects of such areas might be different from those predicted by the Company’s management. Additionally, a serious pandemic or a natural disaster could severely disrupt global, national and/or regional economies. As of February 2020,

there is an outbreak of a novel and highly contagious form of coronavirus (“COVID19”). COVID-19, renewed outbreaks of other epidemics or the outbreak of new epidemics could result in health or other government authorities requiring the closure of offices or other businesses, including office buildings, retail stores and other commercial venues and could also result in a general economic decline, all of which could have an adverse effect on the Company’s revenue or ability to operate its business. No assurance can be given as to the effect of these events on the Company’s operations.

□ ***The Company Business is dependent on the acquisition and retention of various licenses.***

The Company Business is dependent on obtaining and/or maintaining various licenses from various municipalities and the state licensing agencies. There can be no assurance that licenses necessary to operate the Company Business will be obtained and/or maintained. If a licensing body were to determine the Company had violated the applicable rules and regulations, there is a risk the licenses granted could be revoked, which would prevent the operation of the Company Business. Further, there is no guarantee the Company will be able to obtain any additional licenses necessary to expand the Company Business.

□ ***The Company’s management team or other owners could be disqualified from ownership in the Company.***

The Company Business is in a highly regulated industry in which many states have enacted extensive rules for ownership of a participant company. The Company’s board members, officers, managers or other owners could become disqualified from having an ownership stake in the Company under relevant laws and regulations of applicable state and/or local regulators, if the applicable director, officer, manager or owner is convicted of a certain type of felony or fails to meet the requirements for owning equity in a company like the Company.

□ ***The Company may have difficulty accessing the service of banks and bankruptcy protections, which may make it difficult for them to operate or unwind.***

Since the use of cannabis is illegal under federal law, there is a compelling argument that banks cannot lawfully accept for deposit funds from businesses involved with cannabis. Consequently, businesses involved in the cannabis industry often have trouble finding a bank willing to accept their business. The inability to open bank accounts may make it difficult for the Company to operate and the reliance on cash can result in a heightened risk of theft. Additionally, some courts have denied cannabis businesses bankruptcy protection, thus, making it very difficult for lenders to recoup their investments.

□ ***The Company will not have full access to federal intellectual property protections.***

The United States Patent and Trademark Office does not allow trademarks directly related to cannabis and cannabis products to be registered due to the illegal nature of the business and products under federal law. While patent protection for inventions related to cannabis



and cannabis products is available, there are substantial difficulties faced in the patent process by cannabis related businesses. There can be no assurances that any proprietary business processes, patents, copyrights or trademarks that may be issued to a cannabis business will offer any degree of protection.

□ ***Insurance risks***

In the United States, many cannabis related companies are subject to a lack of adequate insurance coverage including, without limitation, general coverage for cultivating cannabis and traditional commercial insurance covering dispensary transit. In addition, many insurance companies may deny claims for any loss relating to cannabis for reasons such as it is illegal under federal law, a contract for an illegal item is unenforceable or there can be no insurable interest in an illegal item.

□ ***Product liability in cannabis-related companies***

Many cannabis related companies are subject to strict product liability laws where a cannabis related retailer who sells a defective product to a consumer is subject to liability for any harm that befalls that consumer due to the defect. For example, a retailer who sells cannabis infused products could be held liable if that product was tainted in the manufacturing process or inadequately labeled and a consumer subsequently fell ill, even if the retailer had nothing to do with the manufacturing process. Any suit against any cannabis related business could adversely affect the Company and cause substantial losses for the Company. This area of law is unsettled and there is very little statutory or case law regarding cannabis and products liability.

□ ***Risks associated with young industries***

The cannabis industries in those states which have legalized such activity are not yet well-developed, and many aspects of these industries' development and evolution cannot be accurately predicted. While the Company has attempted to identify many risks specific to the cannabis and hemp industries, prospective investors should carefully consider that there are probably other risks that the Company has not foreseen or not mentioned in this document, which may cause prospective investors to lose some, or all, of such prospective investor's investment. Given the limited history, it is difficult to predict whether this market will continue to grow or whether it can be maintained. For example, as a result of the Company's limited operating history in a new industry, it is difficult to discern meaningful or established trends with respect to the purchase activity of the Company's customers. The Company expects that the market will evolve in ways which may be difficult to predict. For example, the Company anticipates that over time it will reach a point in most markets where the Company has achieved a market penetration such that investments in new customer acquisition are less productive and the continued growth of the Company's revenue will require more focus on increasing the rate at which the Company's existing customers purchase products. In the event of these or any other changes to the market, the Company's continued success will depend on the Company's ability to successfully adjust the Company's strategy to meet the changing market dynamics. If the Company is unable to

successfully adapt to changes in the Company's markets, the Company's business, financial condition and results of operations could suffer a material negative impact.

□ ***Possible shrinkage or lack of growth in the industry***

If no additional states, U.S. territories or countries allow the legal use of cannabis, or if one or more jurisdictions which currently allow it were to reverse position, the Company may not be able to grow, or the market for the Company's products and services may decline. There can be no assurance that the number of jurisdictions which allow the use of cannabis will grow, and if it does not, there can be no assurance that the existing jurisdictions will not reverse position and disallow such use. If either of these events were to occur, not only would the growth of the Company's business be materially impacted in an adverse manner, but the Company may experience declining revenue as the market for the Company's products and services declines.

□ ***Product risks***

The Company's product line is in a new and unique product category and there can be no guarantee the product will be appealing to consumers or will be a success commercially. Cannabis products have not been recognized as safe by the Food and Drug Administration, for instance. As with any product, there is the possibility that a claim could be brought against the Company if any consumer has a negative reaction to the product.

□ ***Dependence on successful recruiting efforts***

The Company's long-term success is heavily dependent upon its ability to recruit and train qualified personnel, including key management, industry talent, and technical and marketing personnel. Competition for highly qualified professional technical, talent, business development, and management and marketing personnel is intense. There can be no assurance that the Company will be successful in attracting, training, or retaining the key personnel required to execute its business plan. If the Company is unsuccessful in its recruiting efforts, such failure could have a material adverse effect on its business, results of operations, financial condition and forecasted financial results.

□ ***Risks inherent in an agricultural business***

Adult-use and medical cannabis are agricultural products. There are risks inherent in the agricultural business, such as insects, plant diseases and similar agricultural risks. Although the products are usually grown indoors under climate-controlled conditions, with conditions monitored, there can be no assurance that natural elements will not have a material adverse effect on the products produced by the company or companies in which the Company invests.

□ ***Vulnerability to rising energy costs***

Adult-use and medical cannabis growing operations consume considerable energy, making the Company potentially vulnerable to rising energy costs. Rising or volatile energy costs may have a material adverse effect as to the business, results of operations, financial condition or prospects of the Company.

□ ***Product recalls***

Manufacturers and distributors of products are sometimes subject to the recall or return of their products for a variety of reasons, including product defects, such as contamination, unintended harmful side effects or interactions with other substances, packaging safety and inadequate or inaccurate labeling disclosure. Such recalls cause unexpected expenses of the recall and any legal proceedings that might arise in connection with the recall. This can cause loss of a significant amount of sales. In addition, a product recall may require significant management attention. Although the company or companies in which the Company invests will have detailed procedures in place for testing its products, there can be no assurance that any quality, potency or contamination problems will be detected in time to avoid unforeseen product recalls, regulatory action or lawsuits. Additionally, if one such company brands or products were subject to recall, the image of that brand and the Company could be harmed. Additionally, product recalls can lead to increased scrutiny of operations by applicable regulatory agencies, requiring further management attention and potential legal fees and other expenses.

□ ***Results of future clinical research***

Research in Canada, the U.S. and internationally regarding the medical benefits, viability, safety, efficacy, dosing and social acceptance of cannabis or isolated cannabinoids remains in early stages. There have been relatively few clinical trials on the benefits of cannabis or isolated cannabinoids (such as CBD and THC). Future research and clinical trials may prove such statements to be incorrect, or could raise concerns regarding, and perceptions relating to, cannabis. Given these risks, uncertainties and assumptions, prospective Investors should not place undue reliance on such articles and reports. Future research studies and clinical trials may reach negative conclusions regarding the medical benefits, viability, safety, efficacy, dosing, social acceptance or other facts and perceptions related to cannabis, which could have a material adverse effect on the demand for the Company's products with the potential to lead to a material adverse effect on the Company's business, financial condition, results of operations or prospects.

□ ***Reliance on key inputs***

The cannabis business is dependent on a number of key inputs and their related costs including raw materials and supplies related to growing operations, as well as electricity, water and other local utilities. Any significant interruption or negative change in the availability or economics of the supply chain for key inputs could materially impact the business, financial condition, results of operations or prospects of the Company. Some of these inputs may only be available from a single supplier or a limited group of suppliers. If a sole source

supplier was to go out of business, the Company might be unable to find a replacement for such source in a timely manner or at all. If a sole source supplier were to be acquired by a competitor, that competitor may elect not to sell to the Company in the future. Any inability to secure required supplies and services or to do so on appropriate terms could have a materially adverse impact on the business, financial condition, results of operations or prospects of the Company. Competition from synthetic production and technological advances The pharmaceutical industry may attempt to dominate the cannabis industry through the development and distribution of synthetic products which emulate the effects and treatment of organic cannabis. If they are successful, the widespread popularity of such synthetic products could change the demand, volume and profitability of the cannabis industry. This could adversely affect the ability of the Company to secure long-term profitability and success through the sustainable and profitable operation of its business. There may be unknown additional regulatory fees and taxes that may be assessed in the future.

□ ***Constraints on marketing products***

The development of the Company's business and operating results may be hindered by applicable restrictions on sales and marketing activities imposed by government regulatory bodies. The regulatory environment in the United States limits companies' abilities to compete for market share in a manner similar to other industries. If the Company is unable to effectively market its products and compete for market share, or if the costs of compliance with government legislation and regulation cannot be absorbed through increased selling prices for its products, the Company's sales and results of operations could be adversely affected.

□ ***Fraudulent or illegal activity by employees, contractors and consultants***

The Company is exposed to the risk that its employees, independent contractors and consultants may engage in fraudulent or other illegal activity. Misconduct by these parties could include intentional, reckless and/or negligent conduct or disclosure of unauthorized activities to the Company that violates: (i) government regulations; (ii) manufacturing standards; (iii) federal and provincial healthcare fraud and abuse laws and regulations; or (iv) laws that require the true, complete and accurate reporting of financial information or data. It may not always be possible for the Company to identify and deter misconduct by its employees and other third parties, and the precautions taken by the Company to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting the Company from governmental investigations or other actions or lawsuits stemming from a failure to be in compliance with such laws or regulations. If any such actions are instituted against Company, and it is not successful in defending itself or asserting its rights, those actions could have a significant impact on the Company's business, including the imposition of civil, criminal and administrative penalties, damages, monetary fines, contractual damages, reputational harm, diminished profits and future earnings, and curtailment of the Company's operations, any of which could have a material adverse effect on the Company's business, financial condition, results of operations or prospects.

□ ***Information technology systems and cyber-attacks***

The Company's operations depend, in part, on how well it and its suppliers protect networks, equipment, and information technology systems and software against damage from a number of threats, including, but not limited to, cable cuts, damage to physical plants, natural disasters, intentional damage and destruction, fire, power loss, hacking, computer viruses, vandalism and theft. The Company's operations also depend on the timely maintenance, upgrade and replacement of networks, equipment, IT systems and software, as well as pre-emptive expenses to mitigate the risks of failures. Any of these and other events could result in information system failures, delays and/or increase in capital expenses. The failure of information systems or a component of information systems could, depending on the nature of any such failure, adversely impact the Company's reputation and results of operations. The Company's risk and exposure to these matters cannot be fully mitigated because of, among other things, the evolving nature of these threats. As a result, cyber security and the continued development and enhancement of controls, processes and practices designed to protect systems, computers, software, data and networks from attack, damage or unauthorized access is a priority. As cyber threats continue to evolve, the Company may be required to expend additional resources to continue to modify or enhance protective measures or to investigate and remediate any security vulnerabilities.

#### □ ***Security breaches***

Given the nature of the Company's products and its deficit of legal availability, as well as the concentration of inventory in its facilities, despite meeting or exceeding all legislative security requirements, there remains a risk of shrinkage as well as theft. A security breach at one of the Company's facilities could expose the Company to additional liability and to potentially costly litigation, increase expenses relating to the resolution and future prevention of these breaches and may deter potential patients from choosing the Company's products. The foregoing list of risk factors does not purport to be a complete enumeration or explanation of the risks involved in an investment in the Company. Each Investor should read this Investor Package in its entirety and consult with their own advisors before deciding whether to invest in the Company. In addition, as the Company's investment program develops and changes over time, an investment in the Company may be subject to additional and different risk factors.

## Plan for Obtaining Liability Insurance

- I. Purpose
  - a. The purpose of this plan is to outline how Greenway Cultivation will maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.
- II. Plan
  - a. Greenway Cultivation will maintain an insurance policy that satisfies the requirement under 935 CMR 500.105(10).
    - i. Greenway Cultivation will maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.
    - ii. The deductible for each policy is not higher than \$5,000 per occurrence.
  - b. Greenway Cultivation will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.
  - c. Greenway Cultivation is currently reviewing plans offered by cannabis compliant insurance underwriters. A plan that meets all of these requirements will be engage prior to final licensure.

This is not a co-located facility, so no separation plan is applicable.

# Policy for Restricting Access to Age 21 and Older

## Cultivation and Manufacturing

Greenway Cultivation's operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency. Greenway Cultivation's management and security teams are responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of the facility are over the age of 21.

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older.

### Definitions:

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**Law Enforcement Authorities** means local law enforcement unless otherwise indicated.

**Marijuana Establishment Agent** means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is **21 years of age or older**. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

**Visitor** means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that **no such individual shall be younger than 21 years old**.

For the purposes of this Policy the term "facility" also refers to any vehicle owned, leased, rented or otherwise used by Greenway Cultivation for the transportation of Marijuana. Our cultivation facility allows only the following individuals access to our facility:

1. Greenway Cultivation Agents (including board members, directors, employees, executives, managers, or volunteers) must have a valid Agent Registration Card issued by the Commission and all of Greenway Cultivation Agents will be verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
2. All Greenway Cultivation visitors (including outside vendors and contractors) prior to being allowed access to the facility or any Limited Access Area must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older. If there is any question as to the visitors age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access. After the age of the



visitor has been verified, they will be given a Visitor Identification Badge. Visitors will always be escorted by a marijuana establishment agent that is authorized to enter the limited access area. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exiting the facility. The visitor log will always be available for inspection by the Commission.

3. Greenway Cultivation will ensure that the following individuals listed below will be granted immediate access to the Marijuana Establishment or Marijuana Establishment transportation vehicle:
  - a. Agents of the Commission;
  - b. Commission Delegees;
  - c. State and Local Law enforcement Authorities acting within their lawful jurisdictions;
  - d. Police and Fire departments, and emergency medical services acting in the course of their official capacity.

## Quality Control and Testing Policy and procedure

GREENWAY CULTIVATION is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency. This policy has been created to provide clear and concise instructions for all our employees to maintain Quality Control and Testing procedures that are in compliance with the Regulations.

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### **Definitions:**

**Cultivation Batch** means a collection of cannabis or marijuana plants from the same seed or plant stock that are cultivated and harvested together, and receive an identical propagation and cultivation treatment including, but not limited to: growing media, ambient conditions, watering and light regimes and agricultural or hydroponic inputs. Clones that come from the same plant are one batch. The marijuana licensee shall assign and record a unique, sequential alphanumeric identifier to each cultivation batch for the purposes of production tracking, product labeling and product recalls.

**Independent Testing Laboratory** means a laboratory that is licensed by the Commission and is:

- (a) Accredited to the International Organization for Standardization 17025 (ISO/IEC 17025: 2017) by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;
- (b) Independent financially from any Medical Marijuana Treatment Center (MTC), Marijuana Establishment or licensee for which it conducts a test; and
- (c) Qualified to test cannabis or marijuana in compliance with 935 CMR 500.160 and M.G.L. c. 94C, § 34.

**Marijuana** means all parts of any plant of the genus Cannabis, not excepted in (a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) hemp; or
- (c) the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.

**Process or Processing** means to harvest, dry, cure, trim and separate parts of the cannabis or marijuana plant by manual or mechanical means, except it shall not include manufacture as defined in 935 CMR 500.002.

**Production Batch** means a batch of finished plant material, made at the same time, using the same methods, equipment and ingredients. The licensee shall assign and record a unique, sequential alphanumeric identifier to each production batch for the purposes of production tracking, product labeling and product recalls. All production batches shall be traceable to one or more cannabis or marijuana cultivation batches.

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GREENWAY CULTIVATION is committed to cultivating healthy, high quality, and disease-free marijuana. Contaminants such as mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana and mildew are the biggest threat to a marijuana cultivation facility and its products. GREENWAY CULTIVATION is committed to utilizing Best Management Practices (“BMP”) for the prevention and treatment of possible contaminants using the safest and least invasive means.

GREENWAY CULTIVATION will also implement an industry standard Integrated Pest Management (“IPM”) program focusing on preventing pest problems. Preventing pest problems in our cultivation facility will entail minimizing pest access to the facility and the food and shelter available to it. Consequently, IPM relies heavily on the cooperation and participation of all employees. Also, quality control and the testing of marijuana products are essential for the operation of GREENWAY CULTIVATION’s cultivation facility. GREENWAY CULTIVATION will utilize best industry practices when it comes to quality control and product testing.

Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with 935 CMR 500.000 et. seq, 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*, the sanitation requirement in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine*.

All products that GREENWAY CULTIVATION will sell or transfer to other Marijuana Establishment will be tested in accordance with the regulations and this policy. GREENWAY CULTIVATION will not sell or otherwise market marijuana for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.

GREENWAY CULTIVATION will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2). GREENWAY CULTIVATION will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under section 78(b) of St. 2017, c. 55, 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. These energy efficiency and equipment standards include:

1. The building envelope for our facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, 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 our cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, unless otherwise determined in guidelines issued by the Commission.
3. Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will 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*).
4. We will establish documented safety protocols to protect workers and consumers (e.g., eye protection near operating grow light).
5. GREENWAY CULTIVATION understands and acknowledges that the Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

### **Quality Control – Sanitation Standard Operating Procedure (SOP)**

#### **Facility**

GREENWAY CULTIVATION's cultivation facility ("the facility") will be designed and constructed with safe food handling and sanitation in mind. All equipment in the facility will comply with the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

Only the leaves and flowers of the female marijuana plant will be processed in a safe and sanitary manner as prescribed below:

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

The facility sanitation requirements are outlined below:

1. All product contact surfaces are smooth, durable and easily cleanable. The walls, ceiling and floors of all cultivation, processing and storage areas are constructed of materials that are smooth, durable and can be adequately kept clean and in good repair. There must be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
2. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
3. Floor drains and floors are effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.
4. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or marijuana products-packaging materials. Piping and conduit is at least 25 mm (2.5 cm) from the walls and ceilings.
5. Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating infused or marijuana products or infused or marijuana products- contact surfaces with clothing or personal contact.
6. Lighting and light fittings are shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over cultivation, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage. Suspended lighting is constructed from non- corrodible and cleanable assemblies. Adequate lighting will be installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products are examined, processed, or stored and where equipment or utensils are cleaned. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers. GREENWAY CULTIVATION will ensure adequate safety lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned.
7. Buildings, fixtures, and other physical facilities are constructed in such a manner that allow them to be maintained in a sanitary condition.
8. Adequate ventilation or control equipment are installed to minimize odors and vapors (including steam and noxious fumes) in areas where they may contaminate marijuana products. Fans and other air-blowing equipment shall be operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
9. Handwashing facilities are adequate and convenient and shall be furnished with running water at a suitable temperature. Handwashing will be located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands. GREENWAY CULTIVATION will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
10. The facility water supply comes from the City of Pittsfield municipal water supply and is sufficient for necessary operations. The facilities plumbing will be of adequate size and design, and

adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There are no cross-connections between the potable and wastewater lines. The facility will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.

11. All storage areas are constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

### **Contamination Control**

1. All entrance and exit doors to the facility are self-closing and rodent proof. Air curtains will prevent insects and microbial contaminants from entering the building when doors are in use. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside. Foot baths and sticky mats are strategically placed thru out the facility to collect pest and contaminants from foot ware.
2. Employee and visitor gowning will be required. Employees are required to change out of their street clothes and footwear into uniforms and footwear dedicated to the facility, either scrubs or sterile clothing. Visitors are required to secure personal belongings and don jump suits and disposable boot covers.
3. Training: All employees are trained on pest prevention, pest management, pest detection, and pest treatments.
4. Traps for monitoring: Small sticky traps for monitoring of flying or airborne pest shall be posted, mapped and levels of any pest monitored/documented.
5. Handling and storage of marijuana product or marijuana plant waste: All marijuana plant waste will be placed in the "Marijuana Waste" container located in each cultivation and processing area. This container must be impervious and covered at all times. At the end of every day, the "Marijuana Waste" container must be emptied, and the contents transferred to the Marijuana Waste Room. All plant waste will be stored in the waste room in sealed containers until disposal.
6. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles; Recyclable, Organic and Solid Waste. At the end of every day these containers are emptied, and the contents removed from the building and placed in the appropriate containers to await pickup.
7. 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
8. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. are held and stored in an area away from production, processing and storage areas to protect against contamination of marijuana.

### **Sanitation**

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

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*;
- The sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*; and
- The requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*

1. Storage- Separate storage rooms are utilized for finished marijuana products.
2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
  - a. Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.
  - b. Each handwashing sink will be provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
  - c. Handwashing sinks are of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks are easily accessible and may not be used for purposes other than handwashing.
3. Toilet Room- A toilet room shall be available for use by all workers. Ventilation will be provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toilet rooms.
4. Manual Cleaning and Sanitizing- For manual cleaning and sanitizing of equipment and utensils, a stainless steel three-compartment sink will be used.
  - a. The sink compartments shall be large enough to hold the largest pot, pan or piece of equipment.
  - b. Each compartment will be supplied with adequate hot and cold potable running water.
  - c. Integral drainboards of adequate size shall be provided on both sides of the sink for cleaned and soiled utensils.
  - d. A floor drain will be located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying.
  - e. Stainless Steel racks, shelves or dish tables are to be provided adjacent to the warewash sink.
  - f. An approved chemical test kit for determining sanitizer strength will be available and used.
  - g. Manual Warewashing Procedure
    - i. Rinse, scrape, or soak all items before washing.
    - ii. Record the date, sanitizer water temperature or test strip results, and initial record on Manual Warewashing Monitoring Form.

- iii. Wash items in the first sink in a detergent solution. Water temperature should be at least 110°F. Use a brush, cloth, or scrubber to loosen remaining soil. Replace detergent solution when suds are gone or water is dirty.
- iv. Immerse or spray-rinse items in second sink. Water temperature should be at least 110°F. Remove all traces of food and detergent. If using immersion method, replace water when it becomes cloudy, dirty, or sudsy.
- v. Immerse items in third sink filled with hot water or a chemical-sanitizing solution.
  - 1. If hot water immersion is used, the water temperature must be at least 180°F. Items must be immersed for 30 seconds. Proper personal protective equipment should be worn.
  - 2. If chemical sanitizing is used, the sanitizer must be mixed at the proper concentration. (Check at regular intervals with a test kit.) Water must be correct temperature for the sanitizer used.
    - a. The strength of the sanitizer must be measured in accordance with manufacturer's instructions.
- vi. To avoid recontamination of clean and sanitary items:
  - 1. Air dry all items on a drainboard.
  - 2. Wash hands prior to returning to storage.

### Warewashing Sink Setup

WASH	RINSE	SANITIZE
110°F	110°F	180°F or
Soapy Water	Clear Water	Chemical Sanitizer

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

- h. Equipment Cleaning and Sanitizing Procedure
  - i. Disassemble removable parts from equipment.



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

## **Personnel**

- 1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
  - a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Board of Health.

- b. GREENWAY CULTIVATION will voluntarily comply with any and all isolation and/or quarantine orders issued by the Board of Health, the Department of Public Health of the Commission.
  - c. GREENWAY CULTIVATION Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition.
    - i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.
2. GREENWAY CULTIVATION Agents shall conform to sanitary practices while on duty, including:

- a. Maintain adequate personal cleanliness:

Grooming:

- i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
- ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
  - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
- iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
  - When entering the facility before work begins.
  - Immediately before preparing or processing products or handling equipment.
  - As often as necessary during cultivation or product preparation when contamination occurs.
  - In the restroom after toilet use and when you return to your work station.
  - When switching between working areas.
  - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
  - After cleaning duties.
  - Between each task performed and before wearing disposable gloves.
  - After eating or drinking.
  - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.
- a. Wash hands only in hand sinks designated for that purpose.

- b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

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

Hair Restraints and Jewelry:

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

Cuts, Abrasions, and Burns:

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

Smoking, eating, and gum chewing:

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

### **HACCP- Hazard Analysis and Critical Control Point**

GREENWAY CULTIVATION will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address the processing, production and packaging of all marijuana products that GREENWAY CULTIVATION will manufacture. Once operational GREENWAY CULTIVATION will:

1. Assemble the HACCP team.
2. Describe the product and its distribution.
3. Describe the intended use and consumers of the product.
4. Develop a flow diagram which describes each process.
5. Verify the flow diagram.
6. Conduct a hazard analysis for each product (Principle 1).
7. Determine critical control points (CCPs) for each product (Principle 2).
8. Establish critical limits (Principle 3).
9. Establish monitoring procedures (Principle 4).
10. Establish corrective actions (Principle 5).
11. Establish verification procedures (Principle 6).
12. Establish record-keeping and documentation procedures (Principle 7).

### **Training**

GREENWAY CULTIVATION will provide training and training opportunities to all of its employees. In addition to required training, GREENWAY CULTIVATION will encourage advanced training to all employees in the areas of Plant Safety, Safe Cultivation Processes, Good Manufacturing Practices and HACCP.

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

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

### **Testing of Marijuana**

No 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. Testing of marijuana shall be performed by an Independent Testing Laboratory in compliance with the protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the “*Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries*” published by the Commission.

GREENWAY CULTIVATION will contract with a Licensed Independent Testing Laboratory to test all marijuana batches prior to packaging to ensure contaminant-free purity and correct dosage and potency. We have begun discussions with several Marijuana Testing laboratories which are Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement. Any Laboratory that GREENWAY CULTIVATION contracts with will be Licensed by the Commission prior to GREENWAY CULTIVATION contracting them for testing services.

1. This testing lab will pick up and transport our testing samples to and from their lab. This transportation will comply with GREENWAY CULTIVATION policies and procedures and 935 CMR 500.105(13) if applicable.
2. GREENWAY CULTIVATION will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11).
3. Any and all excess GREENWAY CULTIVATION marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to GREENWAY CULTIVATION facility for disposal or by the Independent Testing Laboratory disposing of it directly.

GREENWAY CULTIVATION will not sell or otherwise market for adult use any Marijuana that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

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

Required testing includes:

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

GREENWAY CULTIVATION will maintain the results of all testing for no less than one year. All testing results shall be valid for one year.

All testing will be conducted in accordance with the frequency required by the Commission.

### **Policy for Responding to Laboratory Results that Indicate Contaminant Levels are Above Acceptable Limits**

If a laboratory test result indicates that a GREENWAY CULTIVATION marijuana product sample has contaminant levels above the acceptable limits established in the Commission protocols identified in 935 CMR 500.160(1) – GREENWAY CULTIVATION will:

1. Immediately segregate the cultivation or production batch and evaluate next steps.

- a. Using the flow chart below (*Actions in Response to Laboratory Analytical Results*), the Cultivation Manager and CEO will determine whether to:
    - i. Retest the Cultivation/Production Batch
    - ii. Remediate the Cultivation/Production Batch, if applicable and allowed
    - iii. Dispose of Cultivation/Production Batch
2. If the test result indicates has a contaminant level for Pesticides that is above the acceptable limits the Production Batch will be immediately disposed of.
3. If it is determined that the Production Batch cannot be remediated, it will be disposed of.
  - a. GREENWAY CULTIVATION Cultivation Manager or CEO will:
    - i. Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated and is being disposed of;
    - ii. Notify the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission
    - iii. This notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
4. In the case of any test result that indicates that a GREENWAY CULTIVATION marijuana product sample has contaminant levels above the acceptable limits, the Cultivation Manger and CEO will conduct an assessment of the source of the contamination.
  - a. This extensive assessment will include investigating all possible sources of contamination including water, media, nutrients, environmental conditions and employee factors.
  - b. The assessment should include a corrective action plan and be shared as a training tool with all GREENWAY CULTIVATION Agents.
5. Marijuana submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

#### **Miscellaneous Marijuana Testing Requirements**

1. Clones are subject to these testing provisions but are exempt from testing for metals.
2. All transportation of Marijuana to and from Independent Testing Laboratories providing Marijuana testing services will comply with 935 CMR 500.105(13).
3. All storage of Marijuana at a laboratory providing Marijuana testing services shall comply with 935 CMR 500.105(11).
4. All excess Marijuana must be disposed of in compliance with 935 CMR 500.105(12) by the Independent Testing Laboratory disposing of it directly.

5. GREENWAY CULTIVATION will not sell or otherwise market Marijuana for adult use that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

#### **Environmental Media Testing**

1. All source soils and solids shall be sampled and analyzed prior to use in cultivation.
2. All source soils and solids shall be sampled and analyzed whenever a new source material is utilized (e.g., different source soil location or different source solid manufacturer).
3. All source soils and solids for initial use must be sampled at the rate of one (1) sample per cubic yard of solid environmental media/soil.
4. Source soils and solids passing initial testing requirements may be stockpiled for later use without requiring re-analysis unless;
  - a. The stockpile has been contaminated or altered while stored.
5. Situations for re-analysis may include but are not limited to soils that have been;
  - a. Amended;
  - b. Mixed with other source soils/solids;
  - c. Subject to pesticide application;
  - d. Used for other purposes; or
  - e. Inundated by flood waters.

Supplies Needed: Sample Form, Chain of Custody, Pen, Marker and Sample Container (provided by CDX Labs)

#### **Sampling of Environmental Media for Testing**

This procedure applies to all environmental media that is required to be tested in accordance with the Regulations.

Water will be sampled and analyzed prior to use for cultivation of marijuana and quarterly thereafter.

Quality assurance is responsible for all product sampling to meet the compliance criteria. GREENWAY CULTIVATION has contracted with NE Labs for the purposes of testing all of our environmental media and water. Follow the process outlined in the *"Sampling Instructions for Massachusetts DPH Medical Marijuana Program"* form from NET Labs.

Supplies Needed: Sample Form, Chain of Custody, Pen, Marker, Ziploc bag

1. Label
  - a. Label each Ziploc bag with the sample ID, date and time of sampling, and sampler's initials.
2. Fill out the Chain of Custody



- a. List the same info on the chain of custody
  - b. One sample ID goes on one line
  - c. Check the appropriate boxes
  - d. Make sure date and time stamp are filled in
3. Sampling
  - a. Fill the Ziploc sample bag with 8 oz. of soil/media
  - b. Tightly seal the sample bag
4. Storing Sample
  - a. Store samples in a cool, dry location until samples are picked up by a NET Lab courier.
5. Quality Assurance will perform routine audits and analysis of report from the testing lab.

### **Sampling of Water for Testing**

This procedure applies to all water that is required to be tested in accordance with the Regulations.

The Quality Assurance Manager is responsible for all water sampling to meet the compliance criteria. GREENWAY CULTIVATION has contracted with NE Labs for the purposes of testing all of our water. In compliance with the Regulations and the *“Protocol for sampling and analysis of environmental media for Massachusetts Registered Medical Marijuana Dispensaries”* GREENWAY CULTIVATION will sample and test its water supply prior to use for cultivation of marijuana and quarterly thereafter. Following the process outlined in the “Sampling Instructions for Marijuana Testing” form below from NET Labs.

Samples will be taken at the location closest to cultivation area prior to any water treatment and immediately following any treatment systems.

We will test our water for the following contaminants;

1. Metals;
2. Pesticides; and
3. Bacteriological

### **Collecting Water Samples**

1. Samples should not be collected during any periods of unusual activity such as draining of water lines, immediately after changing treatment cartridges or replenishing of hydroponic nutrient solutions.
2. Prior to Sample Collection. The QA Manager or designee will assemble all equipment and information needed before beginning.
  - a. Items to assemble before sampling include, but are not limited to, the following:

- i. Sample collection plan or diagram of locations to ensure representative sample collection
  - ii. Logbook or sample collection forms
  - iii. Chain-of-custody forms (COCs) (See below)
  - iv. Disposable gloves
  - v. Clean, decontaminated plastic sheeting or other clean, non-porous surface for sample processing;
  - vi. Sample containers appropriate for the analyses required;
    - 1. These will be supplied by the lab.
  - vii. Container labels and pen with indelible ink; and
  - viii. Supplies to thoroughly clean, decontaminate and dry sampling equipment between samples;
- b. Sample collection personnel will create a new entry for each sampling event in the sample collection logbook.
- c. Sample collection documentation should identify the sample collection date and start time, participating personnel and locations sampled, relevant environmental conditions, a description of the sampling procedures and equipment decontamination/cleaning used.
- d. Sample collection personnel shall identify or determine the number and location of water samples to be collected
  - i. Sample locations must be recorded in the sample collection logbook. Record the sample location identifier (location ID) for each sample so that it can be utilized to identify the physical location of the sample location within the facility.
  - ii. Location identifiers should be consistent across sampling events to allow tracking of repeated sample locations. The location IDs will be included on sample labels (unless the grab samples are used in a composite sample).
  - iii. In addition to the location ID, create a unique sample ID for each sample. Sample identifiers should be unique for a given sample event. Record the location and sample IDs in the sample collection logbook or forms as well as the volume of the sample, preservation, and associated sample containers.
- e. Any tools that contact the samples should be made of stainless steel or other inert material to avoid potential contamination of the sample. In addition, all tools that come in contact with the sample media should be rinsed with deionized water between samples to reduce potential cross contamination.

- f. Preparing sample labels and affixing them to sample containers immediately before sampling.
    - i. Information to include on the label includes at a minimum the location and sample ID and date/time of collection. Additional information that must be recorded in documentation if not on the label includes sample collector's name, environmental media type, collection method, whether the sample is a grab or composite sample, and preservation (if applicable).
- 3. Sample Collection. Collect the planned samples from each sample location one at a time:
  - a. Don gloves to mitigate potential for contamination of samples.
  - b. Spread clean, decontaminated plastic sheeting or other nonporous surface near the sample location and lay out any tools and equipment needed.
  - c. Prepare the sample location by removing faucet aerators if connected. Note the location of any water treatment systems and remove if required to represent pre-treatment location.
  - d. For sample collection of water lines, purge the lines of standing water and note purge time in sample collection documentation. Generally, for frequently used water 15 minutes run time is considered sufficient but actual time for purge depends on pipe volume and frequency of use.
  - e. Open the pre-labeled sample containers appropriate for the analyses taking care to not allow errant drips or splashes off other surfaces to enter the caps or containers.
  - f. Samples for all analyses may be collected directly into sample containers or into a larger, inert vessel then poured into containers. During sample collection, make sure than the tap or spigot does not contact the sample container.
  - g. Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
  - h. Samples should be refrigerated or maintained on ice until shipped to the analytical laboratory.
  - i. Chain-of-custody paperwork should be completed immediately prior to shipment.
- 4. Sample Handling
  - a. After samples are properly collected and labeled, they should be delivered for analysis as soon as possible. This section describes how to handle, securely store, package, and ship the samples to the laboratory.
  - b. Sample containers both empty and once containing samples shall be stored in a contaminant-free environment to the degree possible. Sample containers should not be stored for more than one (1) year.

- c. All samples should be collected and stored in containers of the appropriate materials based on the analysis method being performed.
- d. Until the samples are analyzed, they should be preserved to minimize chemical or physical changes according to the analytical method references.

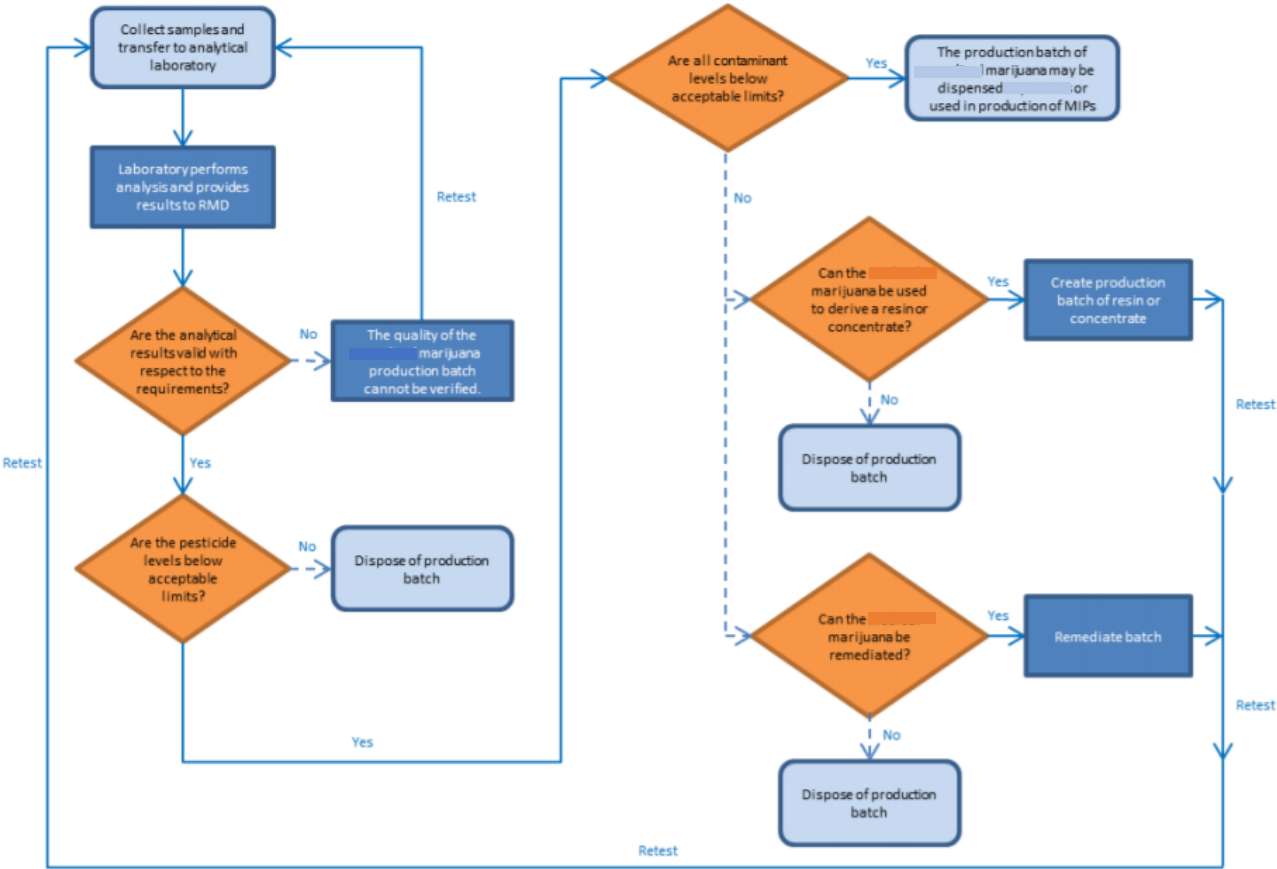
#### 5. Sample Storage

- a. Samples should be refrigerated or maintained on ice ( $4^{\circ}\text{C} \pm 2^{\circ}\text{C}$ ) until they are shipped to the analytical laboratory.
- b. Placing the samples in airtight containers with minimal headspace preserves samples by minimizing moisture loss and chemical exchange between the sample medium and air.
- c. In addition, protect the samples from excessive light exposure to minimize photochemical degradation. Samples can be protected from light by using an amber sample container, storing the samples in a closed box or other amber container, or in a dark storage location.
- d. To be considered valid, all samples must be analyzed prior to expiration of the technical holding time as defined in each analytical method. Note that the holding time for some biological components is very short; 24 to 48 hours from the time of collection.

#### Quality Control (QC)

- 1. Field duplicate samples shall be collected at least annually and one (1) for every twenty (20) field samples of the solid samples collected.
- 2. Field duplicate samples shall be collected and analyzed for each analytical method performed on the samples.
- 3. Field duplicate samples will not be identified to the laboratory (blind QC).

Actions in Response to Laboratory Analytical Results



# GREENWAY CULTIVATION Personnel and Background Check Policy

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## **Intent**

To provide clear and concise instructions for GREENWAY CULTIVATION employees regarding Personnel Policies that are compliant with the regulations.

GREENWAY CULTIVATION is committed to being compliant with all regulations outlined in 935 CMR 500.000, et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

## **Purpose**

The purpose of this policy is to outline the responsibilities of the company, the company's management team and agents to ensure specific, methodical, and consistent compliance of the regulations and to ensure that our personnel policies are compliant with all relevant regulations and laws.

## **Personnel Records**

GREENWAY CULTIVATION will maintain the following information in personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each GREENWAY CULTIVATION agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with GREENWAY CULTIVATION and shall include, at a minimum, the following:
  - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - b. Documentation of verification of references;
  - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
  - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - e. Documentation of periodic performance evaluations;
  - f. A record of any disciplinary action/performance issues; and
  - g. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

These personnel records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to GREENWAY CULTIVATION management agents who require access as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only GREENWAY CULTIVATION Management agents who require access. These records will be made available for inspection by the Commission upon request.

### **GREENWAY CULTIVATION Agents**

All GREENWAY CULTIVATION board members, directors, employees, executives, managers and volunteers will register with the Commission as an GREENWAY CULTIVATION Marijuana Establishment Agent ("GREENWAY CULTIVATION Agent"). For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Cultivation Establishment directly related to the production, packaging, storage, testing, or dispensing of marijuana.

All GREENWAY CULTIVATION Agents shall:

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.

GREENWAY CULTIVATION will submit to the Commission an application for every GREENWAY CULTIVATION Agent, this application will include;

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;
  - a. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, 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, or an Other Jurisdiction, relating to any professional or occupational or fraudulent practices;
3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;

- 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 an Other Jurisdiction, with regard to any professional license or registration held by the applicant; and
6. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
  7. Any other information required by the Commission.

GREENWAY CULTIVATION's agents will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom GREENWAY CULTIVATION seeks a marijuana establishment agent registration which was obtained within 30 days prior to submission.

GREENWAY CULTIVATION will notify the Commission no more than one business day after any GREENWAY CULTIVATION agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, GREENWAY CULTIVATION will renew each GREENWAY CULTIVATION Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for an GREENWAY CULTIVATION Agent registration card, GREENWAY CULTIVATION will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

All agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

### **Background Checks**

GREENWAY CULTIVATION will comply with all Background Check requirements in the regulations and any other sub-regulatory guidance issued by the Commission.

1. **Application Process-** During the application process GREENWAY CULTIVATION will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;
  - a. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (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);
  - b. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
    - i. The individual's full legal name and any aliases;



- ii. The individual's address;
  - iii. The individual's date of birth;
  - iv. A photocopy of the individual's driver's license or other government-issued identification card;
  - v. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
  - vi. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
2. Relevant Background Check Information. Applicants for licensure will also be required to provide information detailing involvement in any criminal or civil or administrative matters:
- a. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing Marijuana for medical- or adult-use purposes, in which those individuals either owned shares of stock or served as board member, Executive, officer, director or member, 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 action under the laws of the Commonwealth, or an Other Jurisdiction including, but not limited to, a complaint relating to any professional or occupational or fraudulent practices;
  - c. a description and relevant dates of any past or pending legal or enforcement actions in the Commonwealth or any other state against an entity whom the applicant served as a Person or Entity Having Direct or Indirect Control, related to the cultivation, Processing, distribution, or sale of Marijuana for medical- or adult-use purposes;
  - d. a description and the relevant dates of any administrative action with regard to any professional license, registration, or certification, including any complaint, order, stipulated agreement or settlement, or disciplinary action, by the Commonwealth, or like action in an Other Jurisdiction including, but not limited to, any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
  - e. a description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by an Other Jurisdiction with regard to any professional license, registration, or certification, held by any Person or Entity Having Direct or Indirect Control, if any;
  - f. a description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any Person or Entity Having Direct or Indirect Control that is part of the applicant's application, if any; and
  - g. any other information required by the Commission.

GREENWAY CULTIVATION will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

3. **Background Checks not included in the Application Process-** For all Marijuana Establishment Agent Registrations not included in the application process GREENWAY CULTIVATION will submit Marijuana Establishment Agent applications for all required individuals. GREENWAY CULTIVATION will perform its own due diligence and perform background checks, including a CORI report, in the hiring of employees and contractors and will not knowingly submit an employee or contractors' application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table B: Retail and Transporter Marijuana Establishment Agents, under 935 CMR 500.802.

#### **Equal Opportunity Employment Policy**

It is the policy of GREENWAY CULTIVATION to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

GREENWAY CULTIVATION expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, GREENWAY CULTIVATION will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on GREENWAY CULTIVATION operations. If an employee desires a religious accommodation, they are required to make the request in writing to their manager as far in advance as possible. Employees requesting accommodations are expected to attempt to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with GREENWAY CULTIVATION in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), GREENWAY CULTIVATION provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. GREENWAY CULTIVATION may require medical certification of both the disability and the need for accommodation. Keep in mind that GREENWAY CULTIVATION can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is the employees' responsibility to come forward if they are in need of an accommodation. GREENWAY CULTIVATION will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

#### **Anti-Harassment and Sexual Harassment Policy**

GREENWAY CULTIVATION will promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. Inappropriate interference with the ability of GREENWAY CULTIVATION employees to perform their expected job duties will not be tolerated.

It is illegal and against GREENWAY CULTIVATION policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment

decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. GREENWAY CULTIVATION will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

GREENWAY CULTIVATION will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

GREENWAY CULTIVATION will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If you feel victimized by sexual harassment you should report the harassment to your manager immediately. If your immediate manager is the source of the alleged harassment, you should report the problem to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

**The United States Equal Employment Opportunity Commission ("EEOC")** One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.

**The Massachusetts Commission Against Discrimination ("MCAD")** One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000.

### **Americans with Disability Act**

GREENWAY CULTIVATION strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. GREENWAY CULTIVATION judges individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. GREENWAY CULTIVATION will provide reasonable accommodations to any persons with disabilities who require them, who advise GREENWAY CULTIVATION

of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

### **Drug/Alcohol Free Workplace**

GREENWAY CULTIVATION is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on GREENWAY CULTIVATION premises or while using GREENWAY CULTIVATION vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

### **Smoke Free Workplace**

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

### **Employee Assistance Policy**

To help employees in circumstances where counseling services would be helpful, GREENWAY CULTIVATION will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

### **Employee Diversion of Marijuana**

If a GREENWAY CULTIVATION Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. The Director of HR will immediately be notified. The Director of HR will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.

### **Employee Handbook**

GREENWAY CULTIVATION will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with GREENWAY CULTIVATION. These subjects will include, but not be limited to;

1. GREENWAY CULTIVATION Mission and Vision
2. Organizational Structure

3. General Employment Policies
4. Employee Categories
5. Conflicts of Interest
6. Access to Personnel Files
7. Performance Evaluations
8. Hours of Work
9. Compensation
10. Benefits
11. Code of Conduct
12. Discipline
13. Training

## **Record Keeping**

### **Policy and Procedure**

This policy and procedure is compliant with 935 CMR 500.000 (“the Regulations”)

#### **I. Intent**

GREENWAY CULTIVATION is committed to being compliant with the regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB” or “the Commission”).

To provide clear and concise instructions for GREENWAY CULTIVATION employees regarding Record Keeping that are in compliance with the Regulations

#### **II. Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our Record Keeping Procedures are compliant will all regulations and laws.

#### **III. Access to the Commission**

GREENWAY CULTIVATION electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of the Regulations are subject to inspection.

#### **IV. Types of Records (Adult Use)**

The following records will be maintained and stored by GREENWAY CULTIVATION and available to the Commission upon request:

1. Operating procedures as required by 935 CMR 500.105(1)
  - a. Security measures in compliance with 935 CMR 500.110;
  - b. Employee security policies, including personal safety and crime prevention techniques;
  - c. A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - d. Storage of marijuana in compliance with 935 CMR 500.105(11);
  - e. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
  - f. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);

- g. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- h. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- i. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- j. Alcohol, smoke, and drug-free workplace policies;
- k. A plan describing how confidential information will be maintained;
- l. A policy for the immediate dismissal of any marijuana establishment agent who has:
  - i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
  - ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  - iii. 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.
- m. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- n. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- o. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- p. Policies and procedures for energy efficiency and conservation that shall include:
  - i. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - ii. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

2. Operating procedures as required by 935 CMR 500.130(5)
  - a. 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);
  - b. Policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety;
  - c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is segregated from other product and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
  - d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
  - e. 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
  - f. Policies and procedures for the transfer, acquisition, or sale of marijuana products
  - g. between Marijuana Establishments.
3. Inventory records as required by 935 CMR 500.105(8); and
4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
  - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
  - b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
    - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - ii. Documentation of verification of references;
    - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - iv. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;



- v. Documentation of periodic performance evaluations;
    - vi. A record of any disciplinary action taken; and
    - vii. Notice of completed responsible vendor and eight-hour related duty training.
  - c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  - d. Personnel policies and procedures; and
  - e. All background check reports obtained in accordance with 935 CMR 500.030
6. Business records, which shall include manual or computerized records of:
- a. Assets and liabilities;
  - b. Monetary transactions;
  - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - d. Sales records including the quantity, form, and cost of marijuana products; and
  - e. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
7. Waste disposal records as required under 935 CMR 500.105(12); and
8. 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.
9. Responsible vendor training program compliance records.
10. Vehicle registration, inspection and insurance records.

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

#### **Incident Reporting**

GREENWAY CULTIVATION will immediately notify appropriate law enforcement authorities and the Commission within 24 hours after discovering any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or ME agents.

## **Maintaining Financial Records**

### **Policy and Procedure**

#### **I. Intent**

GREENWAY CULTIVATION is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

To provide clear and concise instructions for GREENWAY CULTIVATION employees regarding the Maintenance of Financial Records that are in compliance with the Regulations

#### **II. Purpose**

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

#### **III. Policy**

All GREENWAY CULTIVATION financial records will be kept and maintained according to generally accepted accounting principles. Our Leadership Team is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. We will also hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

1. All GREENWAY CULTIVATION financial/business records will be available for inspection to the Commission upon request.
2. GREENWAY CULTIVATION will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to;
  - a. Assets and liabilities;
  - b. Monetary transactions;
  - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - d. Sales records including the quantity, form, and cost of marijuana products; and

- e. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records GREENWAY CULTIVATION will incorporate the following into our business operations;

1. GREENWAY CULTIVATION will keep duplicate backup files of all payroll and human resources materials to assist in Human resources management and payroll services for our employees and ensure continuity
2. GREENWAY CULTIVATION has and will maintain a banking relationship with Northern Bank to provide banking services for our company.
3. GREENWAY CULTIVATION will use up to date financial software programs for all financial transactions.
4. GREENWAY CULTIVATION does not plan to make cash transactions with other Marijuana Establishments. All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.
5. On an annual basis GREENWAY CULTIVATION will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of GREENWAY CULTIVATION finances (books).
6. GREENWAY CULTIVATION will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.
7. At the end of each business day a reconciliation audit will be done on each inventory recording station by the Facility Manager or designee.
8. Comprehensive financial audits will be done at the end of every day by the Leadership Team or designee. At the discretion of the Leadership Team the frequency of these audits may be changed to weekly and then monthly
9. At a minimum, a comprehensive audit by the Leadership Team or designee of all sales transactions will be completed every month.
10. For the first year of operation the Leadership Team will conduct a comprehensive audit of all of the facility's financial records every 3 months and report their findings to the Members

#### **Access to the Commission**

GREENWAY CULTIVATION electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

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

GREENWAY CULTIVATION books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

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

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

### **Point of Sale (POS) Systems**

GREENWAY CULTIVATION will utilize a POS system that complies with the requirements in G.L. c. 62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue ("DOR") Directive 16-1 *"Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems"*. The POS System will be approved by the Commission

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

2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
  - a. individual item(s) sold,
  - b. selling price,
  - c. tax due, if any,
  - d. invoice number,
  - e. date of sale,
  - f. method of payment, and
  - g. POS terminal number and POS transaction number.
3. GREENWAY CULTIVATION will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:
  - a. Internal sequential transaction numbers;
  - b. Records of all POS terminal activity; and
  - c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
  - d. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
  - e. Any and all activity related to other operating modes available in the system, such as a training mode; and
  - f. Any and all changes in the setup of the system.
4. GREENWAY CULTIVATION will comply with the provisions of 935 CMR 500.140(6): Recording Sales.
  - a. GREENWAY CULTIVATION will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
  - b. GREENWAY CULTIVATION may utilize a sales recording module approved by the DOR.
  - c. GREENWAY CULTIVATION will not utilize software or other methods to manipulate or alter sales data.
  - d. GREENWAY CULTIVATION will conduct a monthly analysis of our equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. GREENWAY CULTIVATION will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If GREENWAY CULTIVATION determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

- i. We will immediately disclose the information to the Commission;
  - ii. We will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
  - iii. We will take such other action directed by the Commission to comply with 935 CMR 500.105.
- e. GREENWAY CULTIVATION will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- f. GREENWAY CULTIVATION will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
- g. GREENWAY CULTIVATION will allow the Commission and the DOR may audit and examine our point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000

## **Diversity Plan**

GREENWAY CULTIVATION aims to foster equitable opportunity for minorities, women, veterans, LGBTQ+ individuals, and people with disabilities and to promote principles of diversity management that will enhance the organization. GREENWAY CULTIVATION's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust.

The purpose of this policy is to ensure that GREENWAY CULTIVATION is a diverse and inclusive company that promotes a bias free work environment and providing opportunities for GREENWAY CULTIVATION employees who are minorities, women, veterans, LGBTQ+ individuals, and people with disabilities to use their diverse talents to support the company's mission.

GREENWAY CULTIVATION will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment Any actions taken, or programs instituted, by GREENWAY CULTIVATION will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. GREENWAY CULTIVATION will implement this plan to ensure access to employment (including management positions) and other relationships with the company.

The demographics which this plan promotes are outlined below: Diversity Plan Populations ("Program Populations"):

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who are LGBTQ+

## **RECRUITMENT AND HIRING PROGRAM**

Goals- Our goal for this program is to make GREENWAY CULTIVATION workplace and management team as diverse as possible to include qualified employees with no regard to race, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

Our goal is to have the following workforce demographic:

- 50% female
- 30% minority, veteran, persons with a disability or persons who are LGBTQ+
  - Of this 30% our goal is to have 70% be minorities, 5-10% Veteran, 5-10% Persons with disabilities and 5-10% be persons who are LGBTQ+

**Program-** GREENWAY CULTIVATION looks to recruit and hire diverse employees and plans to promote equity among minorities, veterans, people with disabilities and persons who are LGBTQ+ in the operation of our company.

To promote diversity and equity GREENWAY CULTIVATION will;

1. Give hiring preference to individuals who are identified in the Program Populations.
2. Institute a “blind hiring” policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate.
3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
  - This training will be done upon hire and annually thereafter.
4. Promote our Diversity Hiring preferences on recruitment websites and on our social media presence.
5. Use job descriptions that are catered to and appeal to diverse candidates.
6. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion. Engagement with these groups will include education for our hiring team, leads on candidates that fit our Program Populations and job posting that highlight our diversity hiring preference.
7. All job postings will be posted in the Greenfield Recorder. This newspaper serves Greenfield Massachusetts which has the highest minority populations in the area.
  - Our first Job postings will be withing 60 days of receipt of our Provisional License
  - Second and subsequent job posting will be done as needed.
8. GREENWAY CULTIVATION will continue to participate in job fairs hosted by Greenfield community organizations. We will also host a job fair within our neighborhood to provide opportunities to our neighbors.

**Measurements-** We will measure the success of the Recruitment and Hiring Program on an ongoing basis as we begin to hire to ensure that we are doing all we can to meet our goal.

After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of employees who meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of job applicants that meet the Program Population criteria;
3. The number of applicants that meet the Program Population criteria and if not hired, a description of the reason why; and
4. The number of job offers to applicants that meet the Program Population criteria and the reason (if known) what the applicant did not take the position



## **SUPPLIER/PARTNER PROGRAM**

**Goals-** The goal of the Supplier/Partner Program is to provide equity in the industry by promoting access to the industry by suppliers, contractor and wholesale partners who meet the Program Populations outlined above. GREENWAY CULTIVATION is committed to utilizing, and will give priority to the extent possible, to minority-owned, women owned, veteran owned, LGBTQ+ owned and business owned by persons with disabilities as suppliers, contractors and wholesale partners.

GREENWAY CULTIVATION recognizes that sourcing products and services from individuals and companies from these populations allows equitable access and revenues from legal cannabis.

**Our goal is to have at least 30% our suppliers, contractors and wholesale partners meet the criteria of the Program Populations that are outlined above.**

**Of this 30% our goal is to have 70% be minorities, 5-10% Veteran, 5-10% Persons with disabilities and 5-10% be persons who are LGBTQ+**

**Program-** GREENWAY CULTIVATION will actively identify and pursue partnerships with suppliers, contractors and Marijuana Establishments who meet the Program Populations that are outlined above.

1. GREENWAY CULTIVATION will give preference to suppliers and contractors whose owners or employees meet the Program Populations outlined above.
2. We will actively recruit these individuals or companies and promote this Program when sourcing these services.
3. We will give priority to Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above when sourcing wholesale products.

**Measurement-** We will measure the success of the Supplier/Partner Program on an ongoing basis as we begin to contract individuals and companies for these services to ensure that we are doing all we can to meet our goal.

After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of suppliers and contractors that we have engaged with that meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of bids received from these individuals and companies that meet the Program Population criteria;
3. The number of individuals and companies that meet the Program Population criteria and if not contracted with, a description of the reason why;
4. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above, that we have contracted with as our wholesale partners; and 5. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined

above that we have engaged with that did not result in a wholesale agreement and the reasons why.

### **DIVERSITY PLAN EVALUATION**

In addition to evaluating the individual programs and goals outlined above, GREENWAY CULTIVATION will perform an ongoing and comprehensive evaluation of this Diversity Plan as a whole to ensure that it promotes and provides equity to the Plan Populations. The progress or success of the plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

1. As we begin to recruit and hire potential employees the management team will evaluate the applicant pool to ensure that our recruitment policies are generating a diverse representation;
2. Periodically, the management team will evaluate the workplace climate through observations, employee meetings and individual conversations with individual employees to ensure our workplace is a place of inclusion;
3. 60 days prior to our license renewal (from provisional license) and annually thereafter the JB.A.M. management team will conduct a comprehensive evaluation of this plan that includes feedback from employees and stakeholders as to the effectiveness of its Programs and to see if the goals are attained; and
4. If, at any time, it is found that the plan is not reaching our goals, the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.

# Safety Plan

## 1 WORKPLACE SAFETY PROGRAM

### Introduction

GREENWAY CULTIVATION is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency. This policy has been created to provide clear and concise instructions for all our employees to maintain Quality Control and Testing procedures that are in compliance with the Regulations.

This program is intended to serve as the basis for an integrated safety and health management program. The program consists of the following essential elements:

1. Management's commitment and involvement
2. Safety committee operation
3. Provisions for safety and health training
4. Safety Inspections
5. Preventive Maintenance
6. First aid procedures
7. Accident investigations
8. Recordkeeping of injuries
9. Job specific safety rules and procedures
10. Compliance with 105 CMR 590.000: State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments
11. HACCP

## 1.1 SAFETY COMMITTEE ORGANIZATION

A safety coordinator or a safety committee will be established to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. The safety committee consists of an “equal” representation of supervisory and nonsupervisory members of our organization.

Safety Program Coordinator _____	Nonsupervisory Employee Member _____
Supervisory Employee Member _____	Nonsupervisory Employee Member _____
Supervisory Employee Member _____	Nonsupervisory Employee Member _____

## 1.2 RESPONSIBILITIES

The safety committee shall determine the schedule for evaluating the effectiveness of control measures used to protect employees from safety and health hazards in the workplace.

The safety committee is responsible for assisting management in reviewing and updating workplace safety rules based on accident investigation findings, any inspection findings, and employee reports of unsafe conditions or work practices; and accepting and addressing anonymous complaints and suggestions from employees.

The safety committee is responsible for assisting management in updating the workplace safety program by evaluating employee injury and accident records, identifying trends and patterns, and formulating corrective measures to prevent recurrence.

The safety committee is responsible for assisting management in evaluating employee accident-and illness-prevention programs, and promoting safety and health awareness and co-worker participation through continuous improvements to the workplace safety program.

Safety committee members will participate in safety training and is responsible for assisting management in monitoring workplace safety education and training to ensure that it is in place, that it is effective, and that it is documented.

## 1.3 MEETINGS

Safety committee meetings are held quarterly, or more often if needed. The safety program coordinator will post the minutes of each meeting within one week after each meeting.

1.4 SAFETY COMMITTEE MEETING MINUTES

Date of Committee Meeting: \_\_\_\_\_ Time: \_\_\_\_\_

Minutes Prepared by: \_\_\_\_\_ Location: \_\_\_\_\_

Names of Members in Attendance:


Previous Action Items: \_\_\_\_\_

Review of Accidents Since Previous Meeting: \_\_\_\_\_

Recommendations for Prevention: \_\_\_\_\_

Recommendations from Anonymous Employees: \_\_\_\_\_

Suggestions from Employees: \_\_\_\_\_

Recommended Updates to Safety Program: \_\_\_\_\_

Recommendations from Accident Investigation Reports: \_\_\_\_\_

Safety Training Recommendations: \_\_\_\_\_

Comments: \_\_\_\_\_

## SAFETY AND HEALTH TRAINING

### 1.5 SAFETY AND HEALTH ORIENTATION

Workplace safety and health orientation begins on the first day of initial employment or job transfer. Each employee has access to a copy of this safety manual, through his or her supervisor, for review and future reference, and each employee is given a personal copy of the safety rules, policies and procedures pertaining to his or her job. Supervisors will ask questions of employees and answer employees' questions to ensure knowledge and understanding of safety rules, policies and job-specific procedures described in our workplace safety program manual.

All employees will be instructed by their supervisors that compliance with the safety rules described in the workplace safety manual is required.

***All training will be documented and records are maintained.***

### 1.6 JOB-SPECIFIC TRAINING

- Supervisors will initially train employees on how to perform assigned job tasks safely.
- Supervisors will carefully review with each employee the specific safety rules, policies and procedures that are applicable and that are described in the workplace safety manual.
- Supervisors will give employees verbal instructions and specific directions on how to do the work safely.
- Supervisors will observe employees performing the work. If necessary, the supervisor will provide a demonstration using safe work practices or remedial instruction to correct training deficiencies before an employee is permitted to do the work without supervision.
- All employees will receive safe operating instructions on seldom-used or new equipment before using the equipment.
- Supervisors will review safe work practices with employees before permitting the performance of new, nonroutine or specialized procedures.

### 1.7 PERIODIC RETRAINING OF EMPLOYEES

All employees are retrained periodically on safety rules, policies and procedures, and when changes are made to the workplace safety manual.

Individual employees are retrained after the occurrence of a work-related injury caused by an unsafe act or work practice, and when a supervisor observes employees displaying unsafe acts, practices or behaviors.

1.8 SAFETY TRAINING DOCUMENTATION

EMPLOYEE:

DATE:

SUPERVISOR:

TRAINER:

RULES AND REGULATIONS REVIEWED

DATE:

General Review Of Old/New (Circle One) Safety Rules For All Employees

☐

Specific Safety Procedures for Employees Position

☐

General Maintenance

☐

First Aid

☐

Lifting Procedures

☐

Office Safety

☐

Furniture Use

☐

Equipment Use

☐

Climbing a Step Ladder

☐

Sanitation / Health

☐

All categories have been reviewed with employee.

Supervisor Name, Printed:

Signature:\_\_\_\_\_

I have been advised of all Safety and Health regulations and will adhere to them to the best of my ability.

Employee Name, Printed:

Signature:\_\_\_\_\_

\_\_\_\_\_

## 2 **SAFETY INSPECTIONS**

It is up to all employees to maintain safe working conditions.

Checklists for safety inspections ensure that important items are not overlooked. Inspections identify areas of risk. (accident and/or injury)

Safety Directors/Supervisors will continually monitor work areas, but scheduled inspections should be documented and done on a regular basis. Written reports of these inspections should be made and kept on file.

Management will make periodic inspections, announced and unannounced.

Doors	Personnel Training
Windows	Stairs
Walking – Working Surfaces	Personal Protective Equipment
Lighting	Flammable & Combustible Materials
Fire Hazards	Hand and Portable Powered Tools
Electrical Boxes	Lockout/Tagout Procedures
Flammable Liquids	Confined Spaces
Emergency Exits:	Hazard Communication
Marked Properly	Electrical
Unobstructed	Building and Grounds Conditions
First Aid Kits, Supplies	Housekeeping Program
Fire Extinguishers	Heating and Ventilation
Accessible	Required OSHA Recordkeeping
Charged	Safety & Health Programs
Required Posters	Your Specific Work Environment



### **3 PREVENTIVE MAINTENANCE**

Preventive maintenance programs will avoid most equipment failures. Provide regular equipment maintenance to prevent breakdowns that can create hazards.

Preventive maintenance is a schedule of planned inspections to prevent breakdowns and failures before they happen. Inspections should be performed at regularly scheduled times.

Preventive and regular maintenance should be documented and tracked to completion.

During preventive maintenance, workers can document damage or wearing of parts or equipment so as to repair or replace parts *before* they cause a failure or injuries.

Without a preventive maintenance program, you will lose productivity, and costs will escalate.

### **4 FIRST-AID PROCEDURES**

#### **Emergency Phone Numbers**

Safety Coordinator: \_\_\_\_\_

Poison Control: \_\_\_\_\_

First Aid Response: \_\_\_\_\_

Fire Department: \_\_\_\_\_

Ambulance: \_\_\_\_\_

Police: \_\_\_\_\_

Medical Clinic: \_\_\_\_\_

Clinic Name/Address: \_\_\_\_\_

#### **4.1 MINOR FIRST-AID TREATMENT**

First-aid kits are kept in the front office and in the service vehicles. If you sustain an injury or are involved in an accident requiring minor first-aid treatment:

- Inform your supervisor.
- Administer first-aid treatment to the injury or wound.
- If a first-aid kit is used, indicate usage on the accident investigation report.
- Access to a first-aid kit is not intended to be a substitute for medical attention.
- Provide details for the completion of the accident investigation report.

#### **4.2 NONEMERGENCY MEDICAL TREATMENT**

For nonemergency work-related injuries requiring professional medical assistance, management must first authorize treatment. If you sustain an injury requiring treatment other than first aid:

- Inform your supervisor.
- Proceed to the posted medical facility. Your supervisor will assist with transportation, if necessary.
- Provide details for the completion of the accident investigation report.

#### **4.3 EMERGENCY MEDICAL TREATMENT**

If you sustain a severe injury requiring emergency treatment:

- Call for help and seek assistance from a co-worker.
- Use the emergency telephone numbers and instructions posted on the first-aid kit to request assistance and transportation to the local hospital emergency room.
- Provide details for the completion of the accident investigation report.

#### **4.4 FIRST-AID TRAINING**

Each employee will receive training and instructions from his or her supervisor regarding our first-aid procedures.

#### **4.5 FIRST-AID INSTRUCTIONS**

**In all cases requiring emergency medical treatment, immediately call or have a co-worker call to request emergency medical assistance. Use required bloodborne pathogen procedures while administering first aid.**

##### **Wounds:**

*Minor: Cuts, lacerations, abrasions or punctures*

- Wash the wound using soap and water; rinse it well.
- Cover the wound using a clean dressing.

*Major: Large, deep and bleeding wounds*

- Stop the bleeding by pressing directly on the wound, using a bandage or cloth.
- Keep pressure on the wound until medical help arrives.

##### **Broken Bones:**

- Do not move the victim unless it is absolutely necessary.
- If the victim must be moved, “splint” the injured area. Use a board, cardboard or rolled newspaper as a splint.

##### **Burns:**

*Thermal (Heat)*

- Rinse the burned area without scrubbing it, and immerse it in cold water.  
*Do not use ice water.*
- Blot dry the area and cover it using sterile gauze or a clean cloth.

*Chemical*

- Immediately flush the exposed area with cool water for 15 to 20 minutes.

##### **Eye Injury:**

*Small particles*

- Do not rub your eyes.
- Use the corner of a soft clean cloth to draw particles out, or hold the eyelids open and flush the eyes

continuously with water.

Large or stuck particles

- If a particle is stuck in the eye, do not attempt to remove it.
- Cover both eyes with a bandage.

Chemical

- Immediately irrigate the eyes and under the eyelids with water for 30 minutes.

**Neck or Spine Injury:**

- If the victim appears to have injured his or her neck or spine, or is unable to move his or her arm or leg, do not attempt to move the victim unless it is absolutely necessary.

**Heat Exhaustion:**

- Loosen the victim's tight clothing.
- Give the victim *sips* of cool water.
- Make the victim lie down in a cooler place with the feet raised.

## **5 ACCIDENT INVESTIGATION**

### **5.1 ACCIDENT INVESTIGATION PROCEDURES**

An accident investigation will be performed by the supervisor at the location where the accident occurred. The safety coordinator is responsible for seeing that the accident investigation reports are being filled out completely and that the recommendations are being addressed. Supervisors will investigate all accidents, injuries and occupational diseases using the following investigation procedures:

- Implement temporary control measures to prevent any further injuries to employees.
- Review the equipment, operations and processes to gain an understanding of the accident situation.
- Identify and interview each witness and any other person who might provide clues to the accident's causes.
- Investigate causal conditions and unsafe acts; make conclusions based on existing facts.
- Complete the accident investigation report.
- Provide recommendations for corrective actions.
- Indicate the need for additional or remedial safety training.

Accident investigation reports must be submitted to the safety coordinator within 24 hours of the accident.

**OSHA requires employers to report any/all of the following within 8 hours of the incident:**

- Fatalities
- A single incident which requires hospitalization of 3 or more employees

**OSHA CENTRAL TELEPHONE NUMBER: 1-800-321-6742**

## 5.2 ACCIDENT INVESTIGATION REPORT

Report No.: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

1. Name of injured: \_\_\_\_\_ S.S. No.: \_\_\_\_\_

2. Sex: ☐ M ☐ F Age: \_\_\_\_\_ Date of accident: \_\_\_\_\_

3. Time of accident: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. Day of accident: \_\_\_\_\_

4. Employee's job title: \_\_\_\_\_

5. Length of experience on job: \_\_\_\_\_ years: \_\_\_\_\_ months

6. Address of location where the accident occurred: \_\_\_\_\_

7. Nature of injury, injury type, and part of the body affected: \_\_\_\_\_

8. Describe the accident and how it occurred: \_\_\_\_\_

9. Cause of the accident: \_\_\_\_\_

10. Was personal protective equipment required? ☐ yes ☐ no

Was it provided? ☐ yes ☐ no

Was it being used? ☐ yes ☐ no

If "no," explain: \_\_\_\_\_

Was it being used as trained by supervisor or designated trainer? ☐ yes ☐ no

If "no," explain: \_\_\_\_\_

11. Witness(es): \_\_\_\_\_

12. Was safety training provided to the injured? ☐ yes ☐ no

If "no," explain: \_\_\_\_\_

13. Interim corrective actions taken to prevent recurrence: \_\_\_\_\_

14. Permanent corrective action recommended to prevent recurrence: \_\_\_\_\_

15. Date of report: \_\_\_\_\_ , \_\_\_\_\_ 20\_\_\_\_

Prepared by: \_\_\_\_\_

Supervisor (**Signature**): \_\_\_\_\_ Date: \_\_\_\_\_

16. Status and follow-up action taken by safety coordinator: \_\_\_\_\_

Safety Coordinator (**Signature**) \_\_\_\_\_ Date \_\_\_\_\_

### 5.3 INSTRUCTIONS FOR COMPLETING THE ACCIDENT INVESTIGATION REPORT

An accident investigation is not designed to find fault or place blame, but it is an analysis of the accident to determine causes that can be controlled or eliminated.

**(Items 1-6) Identification:** This section is self-explanatory.

**(Item 7) Nature of Injury:** Describe the injury, e.g., strain, sprain, cut, burn, fracture.

**Injury Type:** First aid—injury resulted in minor injury/treated on premises; Medical—injury treated off premises by physician; Lost time—injured missed more than one day of work; No Injury—no injury, near-miss type of incident.

**Part of the Body:** Part of the body directly affected, e.g., foot, arm, hand, head.

**(Item 8) Describe the accident:** Describe the accident, including exactly what happened, and where and how it happened. Describe the equipment or materials involved.

**(Item 9) Cause of the accident:** Describe all conditions or acts which contributed to the accident, e.g.—

- a. unsafe conditions (spills, grease on the floor, poor housekeeping or other physical conditions).
- b. unsafe acts (unsafe work practices such as failure to warn, failure to use required personal protective equipment).

**(Item 10) Personal protective equipment:** This section is self-explanatory.

**(Item 11) Witness(es):** List name(s), address(es), and phone number(s).

**(Item 12) Safety training provided:** Was any safety training provided to the injured relating to the work activity being performed?

**(Item 13) Interim corrective action:** Measures taken by supervisor to prevent recurrence of incident, e.g., barricading accident area, posting warning signs, shutting down operations.

**(Item 14):** This section is self-explanatory.

**(Item 15):** This section is self-explanatory.

**(Item 16) Follow-up:** Once the investigation is complete, the safety coordinator shall review and follow up the investigation to ensure that corrective actions recommended by the safety committee and approved by the employer are taken and that control measures have been implemented.

## 6 RECORDKEEPING PROCEDURES

The safety coordinator will control and maintain all employee accident and injury records. Records are maintained for a minimum of five (5) years and include:

- Accident Investigation Reports, see Section 7, page 17
- Workers' Compensation First Report of Injury or Illness
- Log and Summary of Occupational Injuries and Illnesses as required by OSHA's Recordkeeping Regulation, 29 CFR 1904.2:
  - OSHA Form 300 (Rev. 1-2004): Log of Work Related Injuries and Illnesses
  - OSHA Form 300A (Rev. 1-2004): Summary of Work Related Injuries and Illnesses

- OSHA Form 301: Injury and Illness Incident Report

For certain business classes, Federal OSHA provides for an exemption from accident record keeping requirements. For a current list of business classes that may be exempt from this requirement, please visit the following website: [www.osha.gov](http://www.osha.gov). Go to the "Recordkeeping" link, and then the "Partially Exempt Industries" link in the middle of the page.

## **7 SAFETY RULES, POLICIES AND PROCEDURES**

The safety rules contained on these pages have been prepared to protect you in your daily work. Employees are to follow these rules, review them often and use good common sense in carrying out assigned duties.

These safety rules shall include both general workplace safety rules and job-specific safety rules.

### **General Rules:**

All Employees

### **Job-Specific Rules:**

By Occupational Class, e.g., painter, clerk, carpenter, etc.

## **7.1 ALL EMPLOYEES**

### **7.1.1 HOUSEKEEPING**

1. Use caution signs/cones to barricade slippery areas.
2. Do not store or leave items on stairways.
3. Return tools to their storage places after using them.
4. Do not block or obstruct stairwells, exits or accesses to safety and emergency equipment such as fire extinguishers or fire alarms.
5. Do not place materials such as boxes or trash in walkways and passageways.
6. Do not use gasoline for cleaning purposes.
7. Mop up water around water fountains, drink machines and ice machines.

### **7.1.2 LIFTING PROCEDURES**

#### **General**

1. Test the weight of the load before lifting by pushing the load along its resting surface.
2. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from a co-worker.
3. Never lift anything if your hands are greasy or wet.
4. Wear protective gloves when lifting objects with sharp corners or jagged edges.

### **7.1.3 WHEN LIFTING—**

1. Face the load.
2. Position your feet 6"-12" apart with one foot slightly in front of the other.
3. Bend at the knees, not at the back.
4. Keep your back straight.

5. Get a firm grip on the object using your hands and fingers. Use handles when they are present.
6. Hold the object as close to your body as possible.
7. Perform lifting movements smoothly and gradually; do not jerk the load.
8. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
9. Set down objects in the same manner as you picked them up, except in reverse.
10. Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.

## **7.2 ALL EMPLOYEES**

### **7.2.1 LADDERS AND STEPLADDERS**

1. Read and follow the manufacturer's instruction label affixed to the ladder if you are unsure how to use the ladder.
2. Do not use ladders that have loose rungs, cracked or split side rails, missing rubber foot pads, or other visible damage.
3. Keep ladder rungs clean and free of grease. Remove buildup of material such as dirt or mud.
4. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder.
5. Allow only one person on the ladder at a time.
6. Do not stand on the top two rungs of any ladder.
7. Do not stand on a ladder that wobbles or leans to the left or right of center or is crooked.
8. Do not try to "walk" a ladder by rocking it. Climb down the ladder and then move it.

### **7.2.2 CLIMBING A LADDER**

1. Face the ladder when climbing up or down it.
2. Do not carry items in your hands while climbing up or down a ladder.
3. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down the ladder.

### **7.2.3 DRIVING/VEHICLE SAFETY**

#### **Fueling Vehicles**

1. Turn the vehicle off before fueling.
2. Do not smoke while fueling a vehicle.
3. Wash hands with soap and water if you spill gasoline on them.

#### **Driving Rules**

1. Shut all doors and fasten your seat belt before moving the vehicle.

2. Obey traffic patterns and signs at all times.
3. Maintain a three-point contact using both hands and one foot or both feet and one hand when climbing into and out of vehicles.
4. Do not leave keys in an unattended vehicle.

### **7.3 OFFICE PERSONNEL**

#### **7.3.1 OFFICE SAFETY**

##### **General**

1. Do not place material such as boxes or trash in walkways and passageways.
2. Do not throw matches, cigarettes or other smoking materials into trash baskets.
3. Do not kick objects out of your pathway; pick them up or push them out of the way.
4. Keep floors clear of items such as paper clips, pencils, tacks or staples.
5. Straighten or remove rugs and mats that do not lie flat on the floor.
6. Mop up water around water fountains and drink machines.
7. Do not block your view by carrying large or bulky items; use a dolly or hand truck or get assistance from a fellow employee.
8. Store sharp objects, such as pens, pencils, letter openers or scissors, in drawers or with the points down in a container.
9. Carry pencils, scissors and other sharp objects with the tips pointing down.
10. Use the ladder or step stool to retrieve or store items that are located above your head.
11. Do not run on stairs or take more than one step at a time.
12. Keep doors in hallways fully open or fully closed.
13. Use handrails when ascending or descending stairs or ramps.
14. Obey all posted safety and danger signs.

#### **7.3.2 FURNITURE USE**

1. Open only one file cabinet drawer at a time. Close the filing cabinet drawer you were working in before opening another filing drawer in the same cabinet.
2. Use the handle when closing doors, drawers and files.
3. Put heavy files in the bottom drawers of file cabinets.
4. Do not tilt your chair on its back two legs while you are sitting in it.
5. Do not stand on furniture to reach high places.

#### **7.3.3 EQUIPMENT USE**

1. Do not use fans that have excessive vibration, frayed cords or missing guards.
2. Do not place floor-type fans in walkways, aisles or doorways.
3. Do not plug multiple electrical cords into a single outlet.



4. Do not use extension or power cords that have the ground prong removed or broken off.
5. Do not use frayed, cut or cracked electrical cords.
6. Use a cord cover or tape down cords when running them across aisles, between desks or across entrances or exits.
7. Turn the power switch of the local exhaust fans to "ON" when operating the blueprint machine.
8. Do not use lighting fluid to clean drafting equipment; use soap and water.

## **8 QUALITY CONTROL – SANITATION STANDRD OPERATING PROCEDURE**

### **8.1.1 FACILITY**

GREENWAY CULTIVATION's facility ("the facility") is designed and constructed with safe food handling and sanitation in mind. All equipment in the facility will comply with 105 CMR 590.000: *State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments* and the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

1. All product contact surfaces are smooth, durable and easily cleanable. The walls, ceiling and floors of all cultivation, processing and storage areas are constructed of materials that are smooth, durable and can be adequately kept clean and in good repair. There must be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
2. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana.
3. Floor drains and floors are effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.
4. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or marijuana products-packaging materials. Piping and conduit is at least 25 mm (2.5 cm) from the walls and ceilings.
5. Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating infused or marijuana products or infused or marijuana products- contact surfaces with clothing or personal contact.
6. Lighting and light fittings are shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over cultivation, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage. Suspended lighting is constructed from non- corrodible and cleanable assemblies. Adequate lighting is installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products are examined, processed, or stored and where equipment or utensils are cleaned. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers. GREENWAY CULTIVATION will ensure adequate safety

lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned.

7. Buildings, fixtures, and other physical facilities are constructed in such a manner that allow them to be maintained in a sanitary condition.
8. Adequate ventilation or control equipment is installed to minimize odors and vapors (including steam and noxious fumes) in areas where they may contaminate marijuana products. Fans and other air-blowing equipment shall be operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
9. Handwashing facilities are adequate and convenient and shall be furnished with running water at a suitable temperature. Handwashing sinks are located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands. GREENWAY CULTIVATION will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
10. The facility water supply comes from the City of Pittsfield municipal water supply and is sufficient for necessary operations. The facilities plumbing is of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There is no cross-connections between the potable and wastewater lines. The facility will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
11. All storage areas are constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

#### **8.1.2 CONTAMINATION CONTROL**

1. All entrance and exit doors to the facility are self-closing and rodent proof. Air curtains will prevent insects and microbial contaminants from entering the building when doors are in use. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside. Foot baths and sticky mats are strategically placed thru out the facility to collect pest and contaminants from foot ware.
2. Employee and visitor gowning is required. Employees are required to change out of their street clothes and footwear into uniforms and footwear dedicated to the facility. Visitors are required to secure personal belongings and don jump suits and disposable boot covers.
3. Training: All employees are trained on pest prevention, pest management, pest detection, and pest treatments.
4. Traps for monitoring: Small sticky traps for monitoring of flying or airborne pest shall be posted, mapped and levels of any pest monitored/documented.
5. Handling and storage of marijuana product or marijuana plant waste: All marijuana plant waste is placed in the "Marijuana Waste" container located in each cultivation and processing area. This container must be impervious and covered at all times. At the end of every day, the "Marijuana

Waste” container must be emptied, and the contents transferred to the Marijuana Waste Room. All plant waste is stored in the waste room in sealed containers until disposal.

6. All non-marijuana waste is placed into the appropriate impervious covered waste receptacles; Recyclable, Organic and Solid Waste. At the end of every day these containers are emptied, and the contents removed from the building and placed in the appropriate containers to await pickup.
7. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. is stored in an area away from production, processing and storage areas.

### 8.1.3 SANITATION

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

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*;
- The sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments*; and
- The requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*

1. Storage- Separate storage rooms are utilized for finished marijuana products.
2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
  - a. Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.
  - b. Each handwashing sink is provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
  - c. Handwashing sinks are of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks are easily accessible and may not be used for purposes other than handwashing.
3. Toilet Room- A toilet room shall be available for use by all workers. Ventilation is provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toilet rooms.
4. Manual Cleaning and Sanitizing- For manual cleaning and sanitizing of equipment and utensils, a stainless steel three-compartment sink will be used.
  - a. The sink compartments shall be large enough to hold the largest pot, pan or piece of equipment.
  - b. Each compartment is supplied with adequate hot and cold potable running water.
  - c. Integral drainboards of adequate size shall be provided on both sides of the sink for cleaned and soiled utensils.
  - d. A floor drain is located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying.

- e. Stainless Steel racks, shelves or dish tables are to be provided adjacent to the warewash sink.
- f. An approved chemical test kit for determining sanitizer strength will be available and used.
- g. Manual Warewashing Procedure
  - i. Rinse, scrape, or soak all items before washing.
  - ii. Record the date, sanitizer water temperature or test strip results, and initial record on Manual Warewashing Monitoring Form.
  - iii. Wash items in the first sink in a detergent solution. Water temperature should be at least 110°F. Use a brush, cloth, or scrubber to loosen remaining soil. Replace detergent solution when suds are gone or water is dirty.
  - iv. Immerse or spray-rinse items in second sink. Water temperature should be at least 110°F. Remove all traces of food and detergent. If using immersion method, replace water when it becomes cloudy, dirty, or sudsy.
  - v. Immerse items in third sink filled with hot water or a chemical-sanitizing solution.
    - 1. If hot water immersion is used, the water temperature must be at least 180°F. Items must be immersed for 30 seconds. Proper personal protective equipment should be worn.
    - 2. If chemical sanitizing is used, the sanitizer must be mixed at the proper concentration. (Check at regular intervals with a test kit.) Water must be correct temperature for the sanitizer used.
      - a. The strength of the sanitizer must be measured in accordance with manufacturer's instructions.
  - vi. To avoid recontamination of clean and sanitary items:
    - 1. Air dry all items on a drainboard.
    - 2. Wash hands prior to returning to storage.

#### 8.1.4 WAREWASHING SINK SETUP

WASH	RINSE	SANITIZE
110°F	110°F	180°F or
Soapy Water	Clear Water	Chemical Sanitizer

Chemical Solution	Concentration Level	Minimum Temperature	Minimum Immersion Time
Chlorine Solution	25mg/l minimum	120°F	10 seconds
	50mg/l minimum	100°F	10 seconds
	100mg/l minimum	55°F	10 seconds

Iodine Solution	12.5-25.0mg/l	75°F	30 seconds
Quaternary Ammonium Solution	200 ppm maximum	75°F	30 seconds

#### h. Equipment Cleaning and Sanitizing Procedure

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

#### **8.1.5 PERSONNEL**

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.

- a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Board of Health.
  - b. GREENWAY CULTIVATION will voluntarily comply with any and all isolation and/or quarantine orders issued by the Board of Health, the Department of Public Health or the Commission.
  - c. GREENWAY CULTIVATION Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition.
    - i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.
2. GREENWAY CULTIVATION Agents shall conform to sanitary practices while on duty, including:
- a. Maintain adequate personal cleanliness:  
Grooming:
    - i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
    - ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
      - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
    - iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
      - When entering the facility before work begins.
      - Immediately before preparing or processing products or handling equipment.
      - As often as necessary during cultivation or product preparation when contamination occurs.
      - In the restroom after toilet use and when you return to your workstation.
      - When switching between working areas.
      - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
      - After cleaning duties.
      - Between each task performed and before wearing disposable gloves.
      - After eating or drinking.
      - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.
  - a. Wash hands only in hand sinks designated for that purpose.

- b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

- i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
- ii. Wear sterile clothing on site, as appropriate.
  - Do not wear sterile clothing to and from work.
  - Change sterile clothing if it becomes soiled or stained.
- iii. Wear disposable gloves unless on break or performing work outside of production areas.
- iv. Wear gloves when handling products or product ingredients that will not be heated-treated.
- v. Wear gloves when packaging products.
- vi. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

Hair Restraints and Jewelry:

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

Cuts, Abrasions, and Burns:

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

Smoking, eating, and gum chewing:

- i. GREENWAY CULTIVATION facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- ii. Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1)

the employee's hands, 2) the container, and 3) exposed product, clean equipment and utensils.

- iii. Refrain from chewing gum or eating candy during work in a food/product production or processing area.

## **9 HACCP- Hazard Analysis and Critical Control Point**

GREENWAY CULTIVATION will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address the processing, production and packaging of all marijuana products that GREENWAY CULTIVATION will manufacture. Once operational GREENWAY CULTIVATION will:

1. Assemble the HACCP team.
2. Describe the product and its distribution.
3. Describe the intended use and consumers of the product.
4. Develop a flow diagram which describes each process.
5. Verify the flow diagram.
6. Conduct a hazard analysis for each product (Principle 1).
7. Determine critical control points (CCPs) for each product (Principle 2).
8. Establish critical limits (Principle 3).
9. Establish monitoring procedures (Principle 4).
10. Establish corrective actions (Principle 5).
11. Establish verification procedures (Principle 6).
12. Establish record-keeping and documentation procedures (Principle 7).

## **10 Training**

GREENWAY CULTIVATION will provide training and training opportunities to all of its employees. In addition to required training, GREENWAY CULTIVATION will encourage advanced training to all employees in the areas of Plant Safety, Safe Cultivation Processes, Good Manufacturing Practices and HACCP.

1. All employees are trained on basic plant safety prior to or during the first day of employment.
  - a. Include basic product safety training as part of new employee orientation.
  - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
  - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
  - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
2. All employees engaging in the trimming or packaging are trained and certified in;
  - a. A nationally accredited Food Handler Program (i.e. ServSafe)



3. Provide staff with at least bi-annual training on plant safety, Good Manufacturing Practices and HACCP.
4. Monthly in-service training.
5. Require all managers to be Certified Food Protection Mangers (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
6. Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide plant safety and HACCP training.
7. Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.
8. Document the content of all training sessions and attendance.
9. File documentation in HACCP records.

## Greenway Cultivation Energy Compliance SOP

The ME will occupy the 38,000 SF building on the property. The barn on the property will remain exclusive to the Landlord. The facility is retail-only and not expected to have significant energy demand.

GREENWAY CULTIVATION will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2). GREENWAY CULTIVATION will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under section 78(b) of St. 2017, c. 55, 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. These energy efficiency and equipment standards include:

1. The building envelope for our facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, 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 our cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, unless otherwise determined in guidelines issued by the Commission.
3. Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will 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*).

### **(1) Identification of potential energy-use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;**

Much of the demising wall space will be abutting adjacent interior spaces and low carbon footprint and/or recycled materials will be used where feasible. Where the exterior façade is renovated or altered new energy efficient materials will be used.

Additional insulation will be added to the front façade as needed either by adding insulation to the interior of the walls and/or by means of adding EIFS to the exterior of the walls. Additional Insulation on side and rear exterior masonry walls will be installed as needed in 2x4 stud walls that will be constructed at the interior face of the exterior walls. 3 ½" R-15 batt insulation with a new vapor barrier will be added at these locations. Creating an insulated building envelope such as this will dramatically reduce heating and cooling load demands and associated energy use.

The existing roof will remain at this time and the existing roof insulation will not change.

**2) Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;**

The opportunity for the location of solar panels on a portion of the parking area or grass areas shall be considered and submitted for landlord approval. It would not be possible to locate panels on the roof due to the multiple rooflines of the roof.

**(3) Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage)**

The new lighting for the space will be energy efficient LED lighting and will meet the energy code requirements.

Where feasible, lighting reduction controls such as occupancy sensors, photoelectric cells and time clocks shall be used to turn lighting off when not used or needed. Other mechanical equipment shall be sized to meet the requirements of the building based upon current energy code design requirements. All new equipment shall be Energy Star Certified.

**4) Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants**

The management shall contact local utilities to verify and subscribe to available energy efficiency programs offered in the area, including options to select the use of renewable energy only.

## **Qualifications and Training Policy and Procedure**

### **I. Intent**

Greenway Cultivation is committed to being compliant with all regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency.

This policy has been created to provide clear and concise instructions for Greenway Cultivation employees regarding the qualifications for employment and agent training that are in compliance with the Regulations.

### **II. Purpose**

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

### **III. Qualifications for Greenway Cultivation Agents**

The minimum requirements to become a Greenway Cultivation Marijuana Establishment Agent (“Greenway Cultivation Agent”) are outlined below. Greenway Cultivation board members, directors, employees, executives, managers or volunteers will register with the Commission as a Greenway Cultivation Marijuana Establishment Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

Greenway Cultivation, Agents must;

1. Be 21 years of age or older;
2. Have not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions; and
3. Be determined suitable for registration consistent with the provisions of 935CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.

Greenway Cultivation, will develop a job description for all positions with the company. While all Greenway Cultivation, Agents must meet the qualifications listed above, many of our positions will require additional qualifications depending on the required duties.

### **III. Required Training for Greenway Cultivation Agents**

Pursuant 935 CMR 500.105(2)(a) and (b), Greenway Cultivation, will ensure all Greenway Cultivation, Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

1. As a CMO, Greenway Cultivation, will train all agents who are both an ME agent and a marijuana establishment in 935 CMR 500.105(2)(a) and (b); ME Agent Training, including training regarding privacy and confidentiality requirements for patients. Agents responsible for tracking and entering product into the METRC Seed-to-Sale SOR must receive training in a form and manner determined by the Commission.
2. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;
  - a. Code of Conduct;
  - b. Marijuana Regulations;
  - c. Security and Safety;
  - d. Emergency Procedures/Disaster Plan;
  - e. Diversion of Marijuana;
  - f. Terminatable Offences;
  - g. Confidential Information;
  - h. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
    - i. Alcohol, smoke and drug-free workplace;
    - ii. Equal Employment Policy;
    - iii. Anti-Harassment and Sexual Harassment Policy;
    - iv. Americans with Disability Act;
    - v. Employee Assistance Policy; and
    - vi. Diversity Plan
3. After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized or by means of on the job training ("OJT").
4. All Greenway Cultivation, Agents will receive a minimum of 8 hours of training annually.
5. Greenway Cultivation, will record, maintain and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Training File. Training records will be retained by Greenway Cultivation, for at least seven year after agents' termination.

6. Greenway Cultivation, will require all of its Agents, Owners and Managers to attend and complete a Responsible Vendor Training Program to become designated as a “responsible vendor”.
  - a. After the responsible vendor designation is applied each Greenway Cultivation, owner, manager, and Agent involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
  - b. Although administrative employees who do not handle or sell marijuana are not required to take the responsible vendor program, Greenway Cultivation, will allow and encourage them to attend on a voluntary basis.
  - c. Greenway Cultivation, will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.