



Massachusetts Cannabis Control Commission

Marijuana Microbusiness

General Information:

License Number: MB281781
Original Issued Date: 07/21/2021
Issued Date: 07/21/2021
Expiration Date: 07/21/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Pleasant Hill Growers LLC

Phone Number: 978-732-4479 Email Address: pleasanthillgrowersllc@gmail.com

Business Address 1: 681 Pleasant Street

Business Address 2:

Business City: Dunstable

Business State: MA

Business Zip Code: 01827

Mailing Address 1: 681 Pleasant Street

Mailing Address 2:

Mailing City: Dunstable

Mailing State: MA

Mailing Zip Code: 01827

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Woman-Owned Business

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: 51

Percentage Of Control: 51

Role: Owner / Partner

Other Role:

First Name: Sarah

Last Name: Macneil

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 49

Percentage Of Control: 49

Role: Owner / Partner

Other Role:

First Name: Robert

Last Name: Parkin

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Robert

Last Name: Parkin

Suffix: Mr.

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$534728

Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Cultivation Environment: Indoor

Establishment Activities: Cultivating

Establishment Address 1: 701 Pleasant Street

Establishment Address 2:

Establishment City: Dunstable

Establishment Zip Code: 01827

Approximate square footage of the Establishment: 6720

How many abutters does this property have?: 14

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	HCA.pdf	pdf	5ea9dcbbf16b5934c5918e92	04/29/2020
Community Outreach Meeting Documentation	Community.pdf	pdf	5ea9dcd60f6f0d34840b183f	04/29/2020
Plan to Remain Compliant with	Plan to Remain Compliant with Local Zoning	pdf	5ea9dcfd7d78332d19fc5c23	04/29/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	PIP with CBA Letter (1).pdf	pdf	5eb04bb9502f482d4898e9ec	05/04/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager Other Role: Chief Executive Officer
First Name: Sarah Last Name: Macneil Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Manager Other Role: Chief Financial Officer
First Name: Robert Last Name: Parkin Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Certificates (2).pdf	pdf	5eb052215c6c422d41afa472	05/04/2020
Articles of Organization	LLC.pdf	pdf	5eb0525df16b5934c5919944	05/04/2020
Department of Revenue - Certificate of Good standing	Certificates 2.pdf	pdf	5ee8d4fe2989d72512a769ad	06/16/2020
Bylaws	Operating Agreement.pdf	pdf	5ee8d5ebe4107825079d2123	06/16/2020

No documents uploaded

Massachusetts Business Identification Number: 001345163

Doing-Business-As Name: Pleasant Hill Growers LLC

DBA Registration City: Dunstable

BUSINESS PLAN

Date generated: 09/24/2021

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan with Attachments.pdf	pdf	5eb05d7ccb1edf34af2dcd42	05/04/2020
Plan for Liability Insurance	Liability Insurance 4_17_20 - Google Docs.pdf	pdf	5eb05ddd0f96d32d2066e9ed	05/04/2020
Proposed Timeline	Timeline 6_15_20 - Google Docs.pdf	pdf	5ee8cf47a7d30c17f54173d6	06/16/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting Access 4_18_20F.pdf	pdf	5eb0640bddb8c72d53609782	05/04/2020
Security plan	Security Plan 4_19_20F - Google Docs.pdf	pdf	5eb0642ece51fd2d12e5c2ac	05/04/2020
Prevention of diversion	Prevention of Diversion 4_18_20F - Google Docs.pdf	pdf	5eb0644f0f96d32d2066e9fa	05/04/2020
Storage of marijuana	Storage of Marijuana 4_6_20 - Google Docs.pdf	pdf	5eb064727d78332d19fc6798	05/04/2020
Transportation of marijuana	Transportation4_19_20F - Google Docs.pdf	pdf	5eb06494504715348b1e0ac1	05/04/2020
Inventory procedures	Inventory Procedures 4_17_20F - Google Docs.pdf	pdf	5eb064c55fa02a2d3651c06e	05/04/2020
Quality control and testing	Quality Control and Testing Procedures 4_27_20F - Google Docs.pdf	pdf	5eb064eb7d78332d19fc679c	05/04/2020
Personnel policies including background checks	Personnel Policies 4_30_20F - Google Docs.pdf	pdf	5eb0650b0e32c52d2bdd05e8	05/04/2020
Record Keeping procedures	Recordkeeping 4_18_20F - Google Docs.pdf	pdf	5eb0652b504715348b1e0ac7	05/04/2020
Maintaining of financial records	Financial Records 4_20_20F - Google Docs.pdf	pdf	5eb06546f16b5934c591998e	05/04/2020
Qualifications and training	Employee Qualifications and Training 4_18_20F - Google Docs.pdf	pdf	5eb06653ddb8c72d5360978e	05/04/2020
Policies and procedures for cultivating	Cultivation Plan with Attachments.pdf	pdf	5eb068005fa02a2d3651c078	05/04/2020
Diversity plan	Diversity Plan & LOI 2.pdf	pdf	5ee8cc0520b47424dbd885e7	06/16/2020
Sample of unique identifying marks for branding	Sample of Unique Identifying Mark - Google Docs.pdf	pdf	5ee8cd4920b47424dbd885ec	06/16/2020
Production methods	Production Methods - Google Docs.pdf	pdf	5ee8cd68ea7a9324e6466287	06/16/2020
Types of products	Types of Products Manufactured - Google Docs.pdf	pdf	5ee8cd840f089824f1cd5b10	06/16/2020
Security plan	Safety Plan 6_10_20F - Google Docs.pdf	pdf	5ee8d649f879811816527bf4	06/16/2020

ATTESTATIONS

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

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct

or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

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

I Agree

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 5:00 PM
Tuesday From: 8:00 AM	Tuesday To: 5:00 PM
Wednesday From: 8:00 AM	Wednesday To: 5:00 PM
Thursday From: 8:00 AM	Thursday To: 5:00 PM
Friday From: 8:00 AM	Friday To: 5:00 PM
Saturday From: 8:00 AM	Saturday To: 5:00 PM
Sunday From: 8:00 AM	Sunday To: 5:00 PM



Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. 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(1).

Applicant

I, Sarah Macneil, (insert name) certify as an authorized representative of Pleasant Hill Growers LLC (insert name of applicant) that the applicant has executed a host community agreement with Dunstable (insert name of host community) pursuant to G.L.c. 94G § 3(d) on March 25, 2019 (insert date).

[Signature]
Signature of Authorized Representative of Applicant

Host Community

I, Brian Palmar, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Dunstable (insert name of host community) to certify that the applicant and Town of Dunstable (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on March 25, 2019 (insert date).

[Signature]
Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. 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(1).

I, Sarah Macneil, (insert name) attest as an authorized representative of Pleasant Hill Growers LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on November 6, 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on October 29, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on October 25, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on October 24, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment 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 Marijuana Establishment to prevent diversion to minors;
 - d. A plan by the Marijuana Establishment to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Attachment A

Attachment A

...this requirement, high
 memorandum of Sale upon
 purchase price payable in
 thirty (30) days from the
 date of mortgagee's attorney,
 100 Chelmsford Street, Suite
 200, Lowell, MA 01851, on
 such other time as may be
 ordered by the court.
 The description for the
 mortgage shall control in the
 event of error in this publication.
 announced at the sale.
 known as RBS Citizens, N.
 by merger to
 Massachusetts
 States, P.C.
 100 Street
 0102
 01851
 6-1500
 18-031630
 5 & 12, 2019

SALE OF REAL ESTATE
 of the Power of Sale
 given by April McMillan
 dated August 13, 2007 and
 County (Northern District)
 205, Page 76, subsequently
 N.A., as Trustee for LSF9
 Bank of America, N.A. by
 said Middlesex County
 of Deeds at Book 29679,
 conditions of said Mortgage
 using same will be sold at
 on November 19, 2019 at
 302, Lowell, MA, all and
 in said Mortgage, to wit:
 Wedgewood Estates
 after Deed dated June 16,
 1988, with the
 deeds at Book 4554, Page
 the provisions of
 Chapter 183A. The Unit
 and is laid out as shown
 Middlesex North District
 3, Page 3, with a copy of
 the Master Deed and to
 ment in the form provided
 Laws, Chapter 183A,
 Unit herein conveyed is
 with the buildings,
 hereon as shown on the
 Master Deed. The Unit is
 above listed percentage
 eas and facilities of the
 the Master Deed, and (b)
 Condominium Trust,
 Book 4554, Page 293, and
 tent to use Storage Bin
 on the floor plan
 from Phillip Gilson to
 herewith The premises
 with the benefit of all
 achments, building and
 s, tax titles, water bills,
 ts, rights of tenants and
 may's fees and costs.
 of FIVE THOUSAND
 000.00) in the form of a
 check or money order

will conduct a public
 hearing on Wednesday,
 November 13, 2019
 commencing at 7:05 pm in
 the Douglas G. Willett
 Board of Selectmen's
 Chambers at Town Hall.
 Said hearing is being held
 on the petition of **Shannon
 Duggan (d/b/a Four Paws)**
 seeking a special permit
 for a change of use from a
 Dwelling & Business to
 Business only at 5 Gerard
 Street in accordance with
 Sect. 2.11.30 of the Town
 of Dracut Zoning Bylaws.
 In accordance with the
 American with Disabilities
 Act, if you wish to obtain
 this document in an
 alternative format or to
 request a reasonable
 accommodation for this
 event please contact
 Christine Lindberg at
 978-453-9492 no later
 than 10 days prior to the
 event. THE DRACUT
 PLANNING BOARD. Mark
 Pease, Chairman

October 29, 2019
 November 5, 2019

Public Notice

**Early Notice and Public Review of a Proposed
 Activity in a 100-Year Floodplain**
 To: All Interested Agencies, Groups and Individuals
 This is to give notice that the City of Lowell under Part
 58 has determined that the following proposed action
 under the HOME Investment Partnership Program (HUD
 Grant #s M17MC250205 and M18MC250205) is
 located in the 100-year floodplain and the City of Lowell
 will be identifying and evaluating practicable alternatives
 to locating the action in the floodplain and the potential
 impacts on the floodplain from the proposed action, as
 required by Executive Order 11988, in accordance with
 HUD regulations at 24 CFR 55.20 Subpart C Procedures
 for Making Determinations on Floodplain Management.
 The project involves the new construction of a building
 which will provide 118 residential units for
 mixed-income housing and 10,000 square feet of
 commercial/retail space. Approximately 0.62 acres of
 Zone A floodplain will be impacted according to FEMA
 FIRM Map #s 25017C0139F and 25017C0143F. The
 proposed project is located at 193.1 and 239.1 Jackson
 Street (Parcels 8 & 9) in Lowell, MA. There are three
 primary purposes for this notice. First, people who may
 be affected by activities in floodplains and those who
 have an interest in the protection of the natural
 environment should be given an opportunity to express
 their concerns and provide information about these
 areas. Commenters are encouraged to offer alternative
 sites outside of the floodplain, alternative methods to

def'd & stacked.
 -DERRY, NH
 603-437-0940

762 Under \$100

Progear 300LS Air
 Elliptical with Pulse
 Sensors - Only \$65
 (603)505-5524

Public Notice

Notice is hereby given that
 a Community Outreach
 Meeting for a proposed
marijuana establishment
 is scheduled for
 November 6th at 6pm at
 the Dunstable Town Hall.
 The proposed marijuana
 cultivator, **Pleasant Hill
 Growers**, is anticipated to
 be located at 701 Pleasant
 Street, Dunstable, MA.
 There will be an
 opportunity for the public
 to ask questions.

October 29, 2019

Public Notice

Toy People and x-tras
 \$5.00 for full box
 978-452-6240

Little Girls Kitchen Playset
 stove/sink/fridge 2feet high
 Red, \$30 for the set
 978-452-6240

Liz Claiborne Womans
 White Fur Jacket
 Size M, \$25.00
 978-452-6240

Maytag Gasdryer
 Heavy Duty
 \$100.00 firm
 978-4597663

New pair of men's slacks
 32 x 34 \$ 10
 978-957-3669

New Whistlin Tea Kettle
 \$20
 978-957-3669

"Our Generation" Be-Bop
 Soda Look Alike Shop for
 kids, lots of x-tras \$25.00
 978-452-6240

Portable Toilet \$10
 978-957-3669

NOW

Procurement Compliance

Become a part of the Low

This position includes
 documents for the L
 Programs. These pro
 and federal guideline
 also be involved with
 set forth by the state
 These requirements
 with all LRTA vendo
 all state and federal
 adhered to.

Re

- Four-year degree
 government or re
- Knowledge and e
 applications

Attachment B

Attachment B

Pleasant Hill Growers LLC
681 Pleasant Street
Dunstable, MA 01827
pleasanthillgrowersllc@gmail.com
978-732-4479

October 24, 2019

attn: Carol Skerrett, Dunstable Town Clerk

re: Second Community Outreach Meeting

Hello Ms. Skerrett:

According to Cannabis Control Commission regulations, we are required to hold a Community Outreach Meeting within six months of applying; therefore our last meeting of April 23rd has just expired.

We will hold another Community Outreach Meeting for a proposed marijuana establishment on November 6th at 6:00pm at the Dunstable Town Hall. The proposed Marijuana Cultivator, Pleasant Hill Growers, is anticipated to be located at 701 Pleasant Street, Dunstable, MA. There will be an opportunity for the public to ask questions.

At any time, please let me know if there are any questions or concerns that I can address.

Thank you:


Sarah Macneil

RECEIVED
2019 OCT 25 PM 12:59
TOWN CLERK
DUNSTABLE, MA

Attachment C

Attachment C

Pleasant Hill Growers LLC
681 Pleasant Street
Dunstable, MA 01827
pleasanthillgrowersllc@gmail.com
978-732-4479

October 24, 2019

attn: Abutters to 701/681 Pleasant Street, Dunstable, MA

re: Second Community Outreach Meeting

Hello Neighbor:

According to Cannabis Control Commission regulations, we are required to hold a Community Outreach Meeting within six months of applying; therefore our last meeting of April 23rd has just expired.

We will hold another Community Outreach Meeting for a proposed marijuana establishment on November 6th at 6:00pm at the Dunstable Town Hall. The proposed Marijuana Cultivator, Pleasant Hill Growers, is anticipated to be located at 701 Pleasant Street, Dunstable, MA. There will be an opportunity for the public to ask questions.

At any time, please let me know if there are any questions or concerns that I can address.

Thank you:


Sarah Macneil

*Pleasant Hill Growers LLC
681 Pleasant Street
Dunstable, MA 01827
pleasanthillgrowersllc@gmail.com*

Plan to Remain Compliant with Local Zoning

Pleasant Hill Growers LLC (PHG) will remain compliant at all times with the local zoning requirements set forth in the Town of Dunstable Zoning Bylaws, more specifically, Section 30. Recreational Marijuana Establishments (Adopted ATM 5/14/18 Article 16). In accordance with Dunstable's Zoning Bylaws, PHG's proposed marijuana cultivation facility, which is located in a Residential Zone, allows for Tier I cultivation upon receipt of a Special Permit from the Planning Board. Pleasant Hill Growers has received a Special Permit from the Dunstable Planning Board to build an indoor Tier I cultivation facility at 701 Pleasant Street. The Special Permit was recorded at the Massachusetts Registry of Deeds on January 7, 2020.

In accordance with Dunstable's Zoning Bylaws and G.L. c. 94G, §5(b)(3) (Chapter 94G is Massachusetts State Law on the regulation of the use and distribution of marijuana not medically prescribed), Pleasant Hill Growers' proposed facility is not located within five hundred (500) feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12 and it is not located within two hundred (200) feet of a pre-existing residential building. PHG will comply with all of the criteria set forth in marijuana zoning amendments and any other applicable local laws. PHG management will scrupulously oversee compliance with local codes and ordinances.

Pleasant Hill Growers will work cooperatively with various municipal departments, boards, and officials to ensure that its facility remains compliant with all laws, regulations, rules, and codes with respect to design, construction, operation and security. In that regard, PHG has already convened several meetings with various municipal officials and boards to discuss plans for a proposed marijuana establishment and has already worked cooperatively with those officials and boards to execute, on March 25, 2019, a Host Community Agreement with the Town of Dunstable. PHG will continue to work cooperatively with various municipal departments, boards, and officials to ensure that its facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security. In accordance with 935 CMR 500.101, PHG convened a properly noticed Community Outreach Meeting on November 6, 2019 to inform and gather feedback from the community related to its proposed marijuana establishment. Pleasant Hill Growers has also retained counsel to assist with ongoing compliance with local zoning and regulatory compliance.

Plan to Positively Impact Areas of Disproportionate Impact

I. INTRODUCTION

The Cannabis Control Commission (“Commission”) has identified certain communities in Massachusetts that have historically been disproportionately impacted as a result of marijuana being illegal. The City of Lowell is the closest community to Dunstable that has been designated as disproportionately affected by the Commission. An area of Lowell known as The Acre has been especially hard hit by the war on drugs. Many of the community’s residents are socioeconomically challenged. Accordingly, Pleasant Hill Growers LLC (PHG) will exert its best efforts to contribute to uplifting Lowell, and specifically The Acre Neighborhood so that residents of this community directly benefit from the development of the Commonwealth’s growing adult-use cannabis industry.

Pleasant Hill Growers believes in the concept of “Give a man a fish, feed him for a day. Teach a man to fish, feed him for life”. The Center For the Study of Social Policy (CSSP), which is a national organization, believes that “the well-being of children and families is directly impacted by whether they live in strong, stable, inclusive, and supportive communities”. In order for families to thrive, CSSP works to transform systemic forces that negatively impacted communities and led to inequitable outcomes. CSSP has established a framework called Strengthening Families. In addition to strengthening families, it is a strategy to enhance child development and reduce the frequency of child abuse and neglect. CSSP works to engage families to increase the resilience of parents. It provides social connections, parenting and child development education, concrete support in times of need, and works to boost the social and emotional competence of children.

Pleasant Hill Growers, which has no affiliation with CSSP, is committed to the principles of the CSSP. In pursuit of this objective, PHG has sought to partner with a local organization that embodies similar policies, beliefs, and missions. PHG has chosen to partner with The Coalition for a Better Acre (“CBA”). CBA is a “boots on the ground” organization that, in PHG’s assessment, carries the values of the CSSP. CBA provides workforce training, youth programs, civic engagement, community building enterprises, and financial counseling that directly assists the residents of The Acre neighborhood in Lowell. CBA’s mission statement is: “The Coalition for a Better Acre is a membership based community development corporation dedicated to resident empowerment and sustainable community revitalization for current and future residents of Lowell and the Merrimack Valley. We promote healthy, vibrant neighborhoods by developing resident leaders, affordable housing and economic opportunities, and by responding to community needs through collective action.”

Pleasant Hill Growers LLC
681 Pleasant Street
Dunstable, MA 01827
pleasanthillgrowersllc@gmail.com

To achieve its positive impact goals, PHG will partner with CBA to positively impact “Impacted Individuals”, who are: (ii) Commission-designated Certified Economic Empowerment Priority recipients; (iii) Commission-Designated Social Equity Program Recipients; (iv) Massachusetts residents who have past drug convictions; and (v) Massachusetts residents with parents or spouses who have drug convictions.

II. POSITIVE IMPACT GOALS

Pleasant Hill Growers’ goal is to positively impact Impacted Individuals, in particular, residents of The Acre Neighborhood of Lowell. PHG will therefore deploy the following multi-prong approach to uplifting Lowell and The Acre:

- Donate Five Thousand Dollars (\$5,000) annually to the CBA.
- Grant Five Thousand Dollars (\$5,000) annually to assist a small business start-up or to provide additional capital to a Lowell business dedicated to empowering, employing, or otherwise uplifting Impacted Individuals. Preference will be given to businesses located in The Acre neighborhood.
- Develop an employee volunteer program whereby PHG employees will volunteer at CBA for at least two (2) days per year.

III. POSITIVE IMPACT PROGRAMS

In an effort to reach the aforementioned goals, Pleasant Hill Growers shall implement the following practices and programs:

- Pleasant Hill Growers will donate Five Thousand Dollars (\$5,000) annually to CBA to use in a way that it determines shall most positively impact the residents of the The Acre community in Lowell, or more generously, Impacted Individuals. CBA can choose to use the funds toward the current programs that it offers or toward future programming, to the extent that its goals are to improve the lives of Impacted Individuals. CBA currently manages the following programs to uplift The Acre and the community of Lowell:
 - Workforce Training - CBA offers a 5 week job readiness program that guarantees job placement upon successful completion;
 - Youth Programs - including after school programs for working parents;
 - Youth Educational Services;
 - Community Building and Events - Including programs to beautify and clean up the neighborhood; and
 - Foreclosure and Financial Counseling

*Pleasant Hill Growers LLC
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pleasanthillgrowersllc@gmail.com*

- PHG will grant an additional Five Thousand Dollars (\$5,000) each year to provide funding to help a non-profit or limited net worth business founded by or committed to improving the lives of Impacted Individuals. In partnership with CBA, PHG will develop a grant application program. Applicants to the grant program will be required to explain how they would use the grant funding and also to quantify the impact of the grant funding on their missions to uplift impacted individuals. PHG and CBA shall jointly select one or more organizations each year to receive grant funding. PHG reserves the right to grant the entire \$5,000 to one applicant, or to split the \$5,000 among two or more applicants. Organizations shall not be eligible to receive funding in consecutive grant cycles
- PHG will require its employees to volunteer at least two (2) days per calendar year with CBA. PHG will coordinate volunteer time with CBA and will pay its employees their regular pay for the volunteer hours. The Coalition for a Better Acre currently provides the following volunteer opportunities:

CBA Volunteer-Focused Events:

The Acre Clean Up is a one-day event supported by a corps of 75 volunteers, comprised of local families, employees, and community organizations. Traditionally, the Acre Clean Up focuses on four areas within the Acre Neighborhood; Whiting Street Gardens, the Open Art Space on Decatur Way, North Common Park, and Roberto Clemente Park. In 2020, we plan to expand our efforts to include the Ecumenical Plaza, a common space traversing the Western Canal and connecting Saint Patrick's Church and Holy Trinity Church. The Annual Acre Clean-Up is one of four events in which we identify and train volunteers to take on leadership roles. Not only does this event bring neighbors together; it engages and empowers local volunteers to access ongoing opportunities for civic engagement.

The Clean Up is followed by a community cookout to give residents a chance to meet their neighbors and our staff, who collect contact information from new attendees. New attendees will have the opportunity to learn about CBA's programs or volunteer opportunities, many of which focus on increasing inclusionary practices throughout the City of Lowell.

National Night Out is a nationwide effort to highlight the neighborhood relationships with law enforcement, encouraging community-building with a focus on anti-violence. CBA celebrates National Night each August with a Block Party in the Acre's North Common. Volunteers can contribute to this event by assisting with art-making, food service, running games, facilitating activities, set-up, and break down.

Pleasant Hill Growers LLC
681 Pleasant Street
Dunstable, MA 01827
pleasanthillgrowersllc@gmail.com

CBA Programs and Volunteer Opportunities:

Supported Training and Education Program (STEP) a 5-week workforce development program providing unemployed and underemployed community members training and resources to secure and grow in living-wage careers. The program includes a completion bonus, financial education, guaranteed job placement, transportation to and from work for a year, and case management for 18 months, ensuring that graduates will be supported as they have support to address challenges in their careers. Volunteers support the STEP program by providing financial education services, interview preparation, and resume building information sessions.

Youth Educational Success (YES) an afterschool program for under-served youths 6-13 focusing on homework and academic support, career exploration, and community engagement. Founded in 2015, YES has engaged more than 60 children, improving their outcomes in academics, social skills, and behavior. Special events, enrichment activities, and tutoring are all opportunities for volunteering.

Civic Engagement programs include multilingual community forums disseminating information and gathering input from people historically underrepresented in local leadership and decision-making; voter education and engagement activities in English, Spanish, and Khmer; and monthly community dinners aimed at bringing information and resources to residents in a fun, family-friendly venue. CBA will be taking responsibility for CHOP Dinners, a monthly community engagement event with volunteer opportunities.

IV. POSITIVE IMPACT MEASUREMENT

Pleasant Hill Growers will track its positive impact and community outreach efforts. With CBA, its community partner, PHG will record and maintain records related to its positive impact programming in accordance with the Commission's record keeping procedures. Within 60 days of annual license renewal, PHG will generate a comprehensive progress report to assess the success of its programs. Progress toward assisting Impacted Individuals will be measured and adjustments will be made, as needed, to optimize positive impact. PHG anticipates that the success of its programs will steadily grow with the company's profitability and further anticipates increasing its monetary contributions towards its stated goals.

In order to measure the impact of the \$5,000 per year donation to CBA, PHG will require that CBA generate, on an annual basis, a donation impact report in which CBA shall describe and quantify the ways in which PHG's donation has positively impacted Impacted Individuals. This report shall include CBA's assessment of the number of Impacted Individuals that were

*Pleasant Hill Growers LLC
681 Pleasant Street
Dunstable, MA 01827
pleasanthillgrowersllc@gmail.com*

positively impacted by PHG's donation. PHG shall maintain these impact reports and provide them to the Commission upon request.

In order to measure the impact of the Five Thousand Dollars (\$5,000) per year grant(s) to non-profit or limited net worth business founded by or committed to improving the lives of Impacted Individuals, PHG will require that its grantee(s) generate, on an annual basis, a grant impact report, in which the grantee(s) shall describe and quantify the ways in which PHG's donation has positively impacted Impacted Individuals. This report shall include the grantees' assessment of the number of Impacted Individuals that were positively impacted by PHG's grant. PHG shall maintain these impact reports and provide them to the Commission upon request.

Finally, PHG shall maintain records of the number of days per year that its employees have volunteered with CBA to help Impacted Individuals, the type of work conducted, and the employee's assessment of the experience. Employee feedback on ways to improve volunteering opportunities will be encouraged. A reward/bonus system will be implemented into the program for the employee that volunteers the most time with CBA during a calendar year.

V. POSITIVE IMPACT PLAN ACKNOWLEDGMENTS

Pleasant Hill Growers pledges to adhere to the requirements set forth in 935 CMR 500.105(4)(a) which provides the permitted advertising, branding, marketing and sponsorship practices for all Marijuana Establishments. PHG likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b). Finally, none of the actions taken or programs instituted by PHG will violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws and PHG will be required to document progress or success of this plan, in its entirety, annually upon renewal of its license. PHG's management is charged with monitoring progress toward positive impact goals. PHG acknowledges that the progress and success of this Positive Impact Plan will be documented one year from provisional licensure and each year thereafter.



978-452-7523
www.cbacre.org

April 30, 2020

Via email Delivery

Pleasant Hill Growers LLC
681 Pleasant Street
Dunstable, MA 01827

Dear Ms. Macneil:

The Coalition For a Better Acre (CBA) is a 501(c)(3) charitable organization, which provides workforce training, youth programs, civic engagement, community building events, and financial/foreclosure counseling services for residents of Lowell. The Coalition For a Better Acre focuses its work on The Acre neighborhood of Lowell, which has been designated as a Community of Disproportionate Impact by the Cannabis Control Commission. Among the individuals we serve are those who may have past drug convictions.

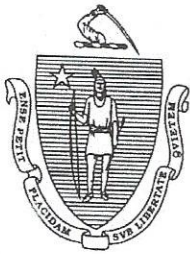
CBA accepts an annual donation from Pleasant Hill Growers LLC, as stated in their Positive Impact Plan. Pleasant Hill Growers will refrain from using CBA's name or logo in publicity or marketing materials, unless otherwise noted.

Sincerely:

Signature

VUN-10 CHAI
CEO

517 Moody Street, 3rd Floor
Lowell, MA 01854



William Francis Galvin
Secretary of the
Commonwealth

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

April 15, 2020

TO WHOM IT MAY CONCERN:

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

PLEASANT HILL GROWERS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **September 14, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **ROBERT PARKIN, SARAH MACNEIL**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ROBERT PARKIN, SARAH MACNEIL**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ROBERT PARKIN, SARAH MACNEIL**



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



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

mass.gov/dor

Letter ID: L1945023040
Notice Date: April 24, 2020
Case ID: 0-000-536-433



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



PLEASANT HILL GROWERS LLC
681 PLEASANT ST
DUNSTABLE MA 01827-1621

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



Sarah Macneil <pleasanthillgrowersllc@gmail.com>

Certificate of Compliance

1 message

Sarah Macneil <pleasanthillgrowersllc@gmail.com>
To: revenue.enforcement@detma.org
Cc: "Alderman, Jesse" <jalderman@foleyhoag.com>

Tue, Apr 21, 2020 at 3:58 PM

Hello:

As part of my application to the Cannabis Control Commission, I need a Certificate of Compliance/Good Standing with the DUA; however my company has not hired employees yet.

Pleasant Hill Growers LLC
681 Pleasant Street
Dunstable, MA 01827
FEIN 85-0778718

pleasanthillgrowersllc@gmail.com

978-732-4479

Could you please email me a document that will satisfy the CCC?

Thank you:
Sarah Macneil



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

Special Filing Instructions
 9787324479

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001345163 = Secretary of State's #

1. The exact name of the limited liability company is: PLEASANT HILL GROWERS LLC

2a. Location of its principal office:

No. and Street: 681 PLEASANT STREET
 City or Town: DUNSTABLE State: MA Zip: 01827 Country: USA

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

No. and Street: 681 PLEASANT STREET
 City or Town: DUNSTABLE State: MA Zip: 01827 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:
PLANT CULTIVATION

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: SARAH MACNEIL
 No. and Street: 681 PLEASANT STREET
 City or Town: DUNSTABLE State: MA Zip: 01827 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ROBERT PARKIN	701 PLEASANT STREET DUNSTABLE, MA 01827 USA
MANAGER	SARAH MACNEIL	681 PLEASANT STREET DUNSTABLE, MA 01827

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

SOC SIGNATORY	SARAH MACNEIL	681 PLEASANT STREET DUNSTABLE, MA 01827 USA
SOC SIGNATORY	ROBERT PARKIN	701 PLEASANT STREET DUNSTABLE, MA 01827 UNI

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ROBERT PARKIN	701 PLEASANT STREET DUNSTABLE, MA 01827 USA
REAL PROPERTY	SARAH MACNEIL	681 PLEASANT STREET DUNSTABLE, MA 01827

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 14 Day of September, 2018,
SARAH MACNEIL
(The certificate must be signed by the person forming the LLC.)

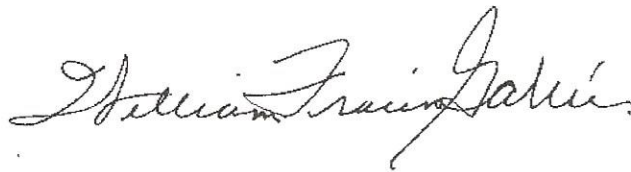
© 2001 - 2018 Commonwealth of Massachusetts
All Rights Reserved

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:

September 14, 2018 11:27 AM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is positioned above the printed name and title.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Date of this notice: 04-21-2020

Employer Identification Number:
85-0778718

Form: SS-4

Number of this notice: CP 575 B

PLEASANT HILL GROWERS LLC
SARAH MACNEIL MBR
681 PLEASANT ST
DUNSTABLE, MA 01827

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-0778718. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/21/2020

After our review of your information, we have determined that you have not filed tax returns for the above-mentioned tax period(s) dating as far back as 2019. Please file your return(s) by 05/06/2020. If there is a balance due on the return(s), penalties and interest will continue to accumulate from the due date of the return(s) until it is filed and paid. If you were not in business or did not hire any employees for the tax period(s) in question, please file the return(s) showing you have no liabilities.

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

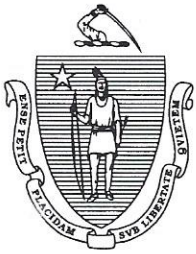
IMPORTANT REMINDERS:

- Thank you for your cooperation.

CP 575 B (Rev. 7-2007)

999999999999

PLEASANT HILL GROWERS LLC
SARAH MACNEIL MBR
681 PLEASANT ST
DUNSTABLE, MA 01827



William Francis Galvin
Secretary of the
Commonwealth

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

April 15, 2020

TO WHOM IT MAY CONCERN:

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

PLEASANT HILL GROWERS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **September 14, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **ROBERT PARKIN, SARAH MACNEIL**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ROBERT PARKIN, SARAH MACNEIL**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ROBERT PARKIN, SARAH MACNEIL**



In testimony of which,

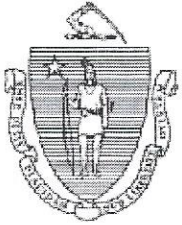
I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



204635201

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Pleasant Hill Growers LLC
681 PLEASANT ST
DUNSTABLE, MA 01827-1621

EAN: 22164469
May 07, 2020

On the basis of information submitted regarding employment for Pleasant Hill Growers LLC, it has been determined that the business is **not subject** at this time to the provision of Section 8(a) of the Massachusetts Unemployment Insurance Law(MGL 151A). The requirements for liability under 8(a) include having a Massachusetts payroll of \$1500.00 or more in any calendar quarter and/or employing one or more individual on some day in any thirteen weeks in a calendar year. The business has been assigned Employer Account Number (EAN) 22164469 which should be used for all contact with this Agency.

Although determined non-subject, **the business is required under MGL 62E Section 2 to submit quarterly Employment and Wage Detail reports.** Please log in to the on-line employer account to review/update profile information and to complete quarterly Employment and Wage Detail reports.

If the business activity changes or meets the above subjectivity requirement(s) at a future date; please contact the employer liability staff at 617-626-5050 in order to update your liability as a new determination will be necessary.

Please do not hesitate to contact us if you require further assistance.



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

mass.gov/dor

Letter ID: L0222843456
Notice Date: April 21, 2020
Case ID: 0-000-540-597



CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS



SARAH MACNEIL
SARAH MACNEIL
681 PLEASANT ST
DUNSTABLE MA 01827-1621

Why did I receive this notice?

We received your request for a Certificate of Good Standing and/or Tax Compliance for SARAH MACNEIL. As of the date of this notice, the Commissioner of Revenue is unable to certify whether you are in compliance with your tax obligations under Chapter 62C of the Massachusetts General Laws.

According to our records, you're not registered with the Department of Revenue. As a result, we don't know if you have any outstanding liabilities. We're also unable to determine if you're legally required to file and pay taxes in Massachusetts.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m.

Visit us online!

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

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

Use the confirmation code below to print another copy of this letter or to review your submission.

Confirmation Code: gfrkvw

Edward W. Coyle, Jr., Chief
Collections Bureau

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF PLEASANT HILL GROWERS LLC

This Limited Liability Company Operating Agreement of Pleasant Hill Growers LLC (the “Company”) is effective as of April 16, 2020 (the “Effective Date”), by and among the persons identified as “Members” on Schedule A attached hereto.

WHEREAS, the Company was organized as a limited liability company pursuant to and in accordance with the Massachusetts Limited Liability Company Act, M.G.L. Chapter 156C, as amended from time to time (the “Massachusetts Act”), by filing a Certificate of Organization of the Company with the office of the Secretary of The Commonwealth of Massachusetts on September 14, 2018 (the “Certificate of Organization”); and

WHEREAS, the Members wish to set out fully their respective rights, obligations and duties with respect to the Company.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1.
DEFINED TERMS

Section 1.1 Definitions.

As used herein, the following terms shall have the following meanings:

Affiliate: with respect to any Person, any Person that controls, is controlled by or is under common control with such Person.

Agreement: this Limited Liability Company Operating Agreement, as amended, modified, supplemented or restated from time to time.

Assignee: any Person who acquires a Membership Interest, or any part thereof, in accordance with Article 8, and any Person who, notwithstanding the provisions of Article 8, acquires a Membership Interest from any Member by involuntary transfer of such Membership Interest.

Capital Contribution: as to each Member, the amount of cash and the fair market value (as determined by Manager Approval) of property other than cash contributed to the Company by such Member.

Certificate of Organization: the meaning set forth in the recitals of this Agreement.

Company: the meaning set forth in the first paragraph of this Agreement.

Covered Person: the meaning set forth in Section 11.2(a).

Initial Manager: the meaning set forth in Section 4.1(a).

Internal Revenue Code: means the United States Internal Revenue Code of 1986, as amended from time to time, and any regulation, including temporary regulations, promulgated thereunder, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

Liquidating Agent: the meaning set forth in Section 10.1(a).

Manager: initially the Initial Manager and each other Person who may be designated or elected from time to time in accordance with Section 4.1 to serve as a Manager hereunder, in each case, as long as such person shall serve, and in such person's capacity, as a Manager hereunder.

Manager Approval: approval by a majority of the Managers then in office, acting in their sole discretion.

Member: any Person named as a member of the Company on Schedule A hereto and any Person admitted as an additional Member or as a Substitute Member pursuant to the provisions of this Agreement, in such Person's capacity as a member of the Company. For all purposes, the Members shall be treated as a single class.

Member Approval: written approval by Members holding a majority of the Membership Percentages at the time of such determination.

Membership Interest: means with respect to any Member, such Member's entire interest in the Company as a Member, including such Member's "limited liability company interest" within the meaning of the Massachusetts Act.

Membership Percentage: for each Member, the Membership Percentage set forth on Schedule A attached hereto, as modified from time to time pursuant to the provisions of this Agreement.

Massachusetts Act: the meaning set forth in the recitals of this Agreement.

Person: shall include any corporation, association, joint venture, partnership, limited partnership, limited liability company, business trust, institution, foundation, pool, plan, government or political subdivision thereof, government agency, trust or other entity or organization or a natural person.

Securities Act: the United States Securities Act of 1933, as amended.

Substitute Member: an Assignee of all or any portion of the Membership Interest of a Member, which Assignee is admitted as a Member of the Company pursuant to Article 8.

Unreturned Capital Contribution: the Capital Contribution of a Member reduced by the aggregate cumulative amount of distributions previously received by such Member pursuant to Section 6.1(b)(i) (including, for the avoidance of doubt, any distributions pursuant to Section 10.2 that are made in accordance with Section 6.1(b)(i)).

ARTICLE 2.

GENERAL PROVISIONS

Section 2.1 Organization; Continuation of the Company.

The Company has been formed by the filing of its Certificate of Organization with the office of the Secretary of The Commonwealth of Massachusetts pursuant to the Massachusetts Act. The Certificate of Organization may be amended or restated by Manager Approval. The Members hereby agree to continue the Company as a limited liability company under and pursuant to the provisions of the Massachusetts Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Massachusetts Act, except as otherwise expressly provided herein.

Section 2.2 Company Name.

(a) The name of the Company is “Pleasant Hill Growers LLC”. All business of the Company shall be conducted under the Company name. The Managers shall promptly execute, file and record such certificates as are required by any applicable limited liability company act, fictitious name act or similar statute.

(b) The Company shall at all times have all rights in and to the Company name. The Company may use the Company name or any portion thereof in connection with any other partnership, limited liability company or business activity entered into by the Company. Upon the dissolution of the Company pursuant to the provisions of Article 10 or otherwise, except as otherwise expressly provided herein or by applicable law, or by Manager Approval, no further business shall be done in the Company name except for the completion of any transactions in process and the taking of such action as shall be necessary for the performance and discharge of the obligations of the Company, the winding up and liquidation of its affairs and the distribution of its assets.

Section 2.3 Place of Business; Agent for Service of Process.

(a) The principal place of business of the Company shall be such location as determined from time to time by Manager Approval. The initial principal place of business of the Company is 681 Pleasant Street, Dunstable, MA 01827.

(b) The name and address of the resident agent for service of process on the Company in Massachusetts is Sarah Macneil, 681 Pleasant Street, Dunstable, MA 01827; provided that the name and the address of the resident agent for service of process may change with Manager Approval. In the event of any such change, the Managers shall cause to be filed an instrument recording any such changes with the office of the Secretary of The Commonwealth of Massachusetts.

Section 2.4 Purposes and Powers of the Company.

(a) The purpose of the Company is to engage in plant cultivation, management of cultivation and retail and/or wholesale sale for medical purposes and recreational use by adults, in each case, in accordance with applicable regulations; any activities directly or indirectly related or incidental thereto; and any other lawful business, purpose or activity for which limited liability companies may be formed under the Massachusetts Act.

(b) The Company shall have the power and authority to take any and all actions necessary or convenient to, or for the furtherance of, the purposes set forth in Section 2.4(a), including, but not limited to, the power and authority to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Massachusetts Act in any state, territory, district or possession of the United States or in any foreign country that may be necessary, convenient or incidental to accomplish the purposes of the Company.

Section 2.5 Fiscal Year.

The fiscal year of the Company shall be the tax year of the Company and shall initially be the calendar year, or such other fiscal year as may be designated by Manager Approval and permitted by the Internal Revenue Code.

Section 2.6 Tax Treatment.

The Members acknowledge and agree that the Company shall be treated as an association taxable as a corporation for income tax purposes and that the Manager is authorized to execute and file any documents and instruments necessary to achieve such tax treatment, including without limitation, IRS Form 8832 (Entity Classification Election).

ARTICLE 3. **GENERAL PROVISIONS**

Section 3.1 Members.

Each Member shall be a “Member” within the meaning of the Massachusetts Act. The name, mailing address, and email address of each Member shall be as listed in Schedule A. Each Member shall promptly notify the Company of any change in the information required to be set forth for such Member on Schedule A.

Section 3.2 Membership Interests Generally.

Except as otherwise expressly provided herein, no Member shall (i) be entitled to receive any interest or other return on such Member’s Capital Contributions, (ii) be entitled to withdraw all or any portion of any Capital Contribution or to receive any distribution from the Company, (iii) have the status of a creditor with respect to distributions from the Company, (iv) have the right to demand or receive Company assets, or (v) have any priority over any other Member with respect to the return of Capital Contributions, allocations of profits and losses or distributions. No property of the Company shall be deemed to be owned by any Member individually, but shall

be owned by and title thereto shall be vested solely in the Company. The Membership Interests shall constitute personal property. No Member shall have the right to resign or withdraw from the Company without Manager Approval.

Section 3.3 Voting and Management Rights and Powers of Members.

(a) Except as otherwise expressly provided herein, no Member, in such Member's capacity as such, shall have (i) the right to vote or to participate in the management, operation or control of the business affairs of the Company or to vote to have the Company dissolved and its affairs wound up or (ii) any right, power or authority to transact any business in the name of the Company, to act for or on behalf of the Company or in its name, or to bind the Company.

(b) Except as otherwise expressly provided herein or as required by the Massachusetts Act, no action of the Company or the Managers shall require approval by the Members. To the fullest extent permitted by the Massachusetts Act, to the extent that the Massachusetts Act would require a consent or approval by the Members, the consent or approval of the Managers by Manager Approval shall be sufficient and no consent or approval by the Members shall be required.

(c) Whenever action is required or permitted by this Agreement to be taken by the Members, including any consent or approval thereof, unless otherwise expressly provided herein, such action shall be deemed valid if and only if taken by Member Approval.

Section 3.4 Liability of Members.

(a) A Member who receives a distribution made in violation of the Massachusetts Act shall be liable to the Company for the amount of such distribution to the extent, and only to the extent, provided by the Massachusetts Act.

(b) Except as provided under the Massachusetts Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member. Without limiting the foregoing, the failure of the Company to observe any formalities or requirements relating to exercise of the Company's powers or management of its business or affairs under this Agreement or the Massachusetts Act shall not be grounds for imposing personal liability on any Member for liabilities of the Company.

Section 3.5 No Right to Division of Assets.

Each Member waives all rights, at law, in equity or otherwise, to require a partition or division into individually owned interests of all or any portion of the assets of the Company.

Section 3.6 Member's Investment.

(a) Each Member understands that the Membership Interests have not been registered under the Securities Act, or registered or qualified under the securities or "Blue Sky" laws of any other jurisdiction. Each Member is acquiring such Member's Membership Interest

for the Member's own account for investment, and not for, with a view to, or in connection with the resale or distribution thereof. The nature and amount of each Member's investment in the Membership Interests is consistent with such Member's investment objectives, abilities, and resources. Each Member understands that the Membership Interests are an illiquid investment, which will not become freely transferable by reason of any "change of circumstances." Each Member has adequate means of providing for the Member's current needs and possible contingencies and has no need for liquidity in the Member's investment.

(b) Each Member, to the extent desired by such Member, has consulted with such Member's attorney or accountant with respect to the Member's purchase or grant of Membership Interests. Each Member has knowledge of the Company's business, financial condition, current activities, and prospects. Each Member and such Member's attorney or accountant to the extent requested by such Member have had the opportunity to ask questions of, and receive answers from, representatives of the Company concerning the Company's business, financial condition, current activities, and prospects.

ARTICLE 4.

MANAGEMENT OF THE COMPANY

Section 4.1 Managers.

(a) The Company shall be managed by the Managers. The Members hereby designate Sarah Macneil to be the sole initial Manager (the "Initial Manager"), and the Initial Manager, by serving as Manager, hereby accepts such designation and agrees to be bound by the terms and conditions of this Agreement that relate to the Managers. Additional Managers may be elected by Member Approval. Each current and future Manager (and only each Manager in his or her capacity as such) is hereby designated as a "Manager" of the Company within the meaning of the Massachusetts Act.

(b) Any Manager may be removed from his or her position as such by Member Approval (with such Manager being permitted to participate in such vote in his or her capacity as a Member). Each Manager shall have the right, upon prior written notice to the Members, to resign from his or her position as a Manager. If there is no Manager currently in office, a successor Manager shall be elected by Member Approval. A Manager need not be a Member.

Section 4.2 Manager as Agent.

Each of the Managers is an agent of the Company, and the actions of each of the Managers shall bind the Company, except as otherwise expressly provided herein.

Section 4.3 Other Agents.

From time to time, the Managers acting by Manager Approval may hire employees and appoint agents of the Company (who may be designated as officers of the Company), with such powers and duties as shall be specified by such Manager Approval. Such employees and agents (including those designated as officers) may be removed by Manager Approval. Each such employee and agent shall have the right, upon prior written notice to the Managers, to resign as an employee or agent of the Company. Initially, Sarah Macneil shall be the Chief Executive

Officer of the Company and Robert Parkin shall be the Chief Financial Officer of the Company and each of them shall have the powers and duties typically held by such officers, as such powers and duties may be amended by the Managers.

Section 4.4 Powers of a Manager.

(a) Except as otherwise expressly provided herein, the management and operation of the Company and its business and affairs shall be, and hereby is, vested solely in the Managers.

(b) Except as otherwise expressly provided herein, all decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the Company shall require, and shall be considered duly authorized by, Manager Approval, including the following actions:

(i) Determination of the Membership Percentage of any Member pursuant and subject to the terms and conditions of this Agreement, including the Membership Percentages of the Members (A) at the time of the admission of a new Member and (B) at the time of the issuance of any additional Membership Interests to existing Members;

(ii) Determinations relating to vesting of Membership Percentages;

(iii) The Company's (A) making an assignment of Company assets for the benefit of creditors, (B) filing a voluntary petition in bankruptcy, (C) filing a petition or answer seeking for the Company any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation or filing an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Company in any such proceeding, or (D) seeking, consenting to or acquiescing in the appointment of a trustee, receiver or liquidator of the Company or of all or any substantial part of the Company's assets;

(iv) Conversion of the Company to another form for tax purposes, including to partnership or disregarded entity form; and

(v) Voluntary liquidation or dissolution of the Company.

(c) Actions within the scope of authority granted to the Managers by this Agreement shall require Manager Approval; provided, however, that such actions that are of an administrative or routine nature may be taken by any individual Manager.

(d) Except as otherwise expressly provided herein, no action of the Managers shall require approval by the Members. The Managers may choose in their sole discretion to consult with any or all of the Members regarding actions to be taken by the Managers, but such consultation shall not create any additional approval right of the Members.

(e) Each Manager shall have the power and authority, in the name and on behalf of the Company, to execute and deliver any agreement, instrument, or document, and to take any

action, which is authorized, or which relates or is related to or connected with any action of the Company which has been properly authorized pursuant to this Agreement.

(f) Each Manager is hereby authorized to file documents, including the Certificate of Organization, on behalf of the Company with the office of the Massachusetts Secretary of State, as well as any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

(g) Each Manager is authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the land court.

Section 4.5 Management Procedure.

(a) Quorum. A majority of the Managers present in person shall constitute a quorum for the transaction of business at any meeting of the Managers. If less than a quorum of Managers is present at a meeting of the Managers, a majority of the Managers present may adjourn the meeting from time to time without further notice. No Manager shall fail to attend a meeting of the Managers for purposes of defeating a quorum or avoiding corporate action.

(b) Regular Meetings. The Managers may provide the time and place reasonably acceptable to all Managers, either within or outside the Commonwealth of Massachusetts, for the holding of regular meetings in which case no other notice need be given.

(c) Special Meetings. Special meetings of the Managers may be called for a time and place reasonably acceptable to all Managers at the request of any Manager. The person or persons calling a special meeting of the Managers may fix any place, either within or outside the Commonwealth of Massachusetts, as the place for holding such special meeting of the Managers.

(d) Notice; Waiver of Notice.

(i) Written notice of any special meeting of Managers shall be given at least twenty-four (24) hours before the meeting and in accordance with Section 12.3.

(ii) Notice of a meeting need not be given to any Manager if a written waiver of notice executed by him/her before or after the meeting is filed with the records of the meeting, or to any Manager who attends the meeting without protesting prior thereto or at the commencement thereof the lack of notice to him/her. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Managers need be specified in the notice or waiver of notice of such meeting.

(e) Meetings by Telecommunications. Unless the Act otherwise provides, Managers or any committee designated thereby may participate in a meeting of the Managers or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and be heard by each other at the same time and participation by such means shall constitute presence in person at a meeting.

(f) Any action required or permitted to be taken at any meeting of the Managers or any committee, if any, may be taken without a meeting, if the requisite Managers (as if such action were taken at a meeting) consent to the action in writing and the written consents are filed with the records of the Company; provided, however, that (i) a copy of such written consent is simultaneously delivered to each Manager and (ii) following execution of such consent, notice of such action (including a copy of such written consent) shall be provided to the non-consenting Managers within five (5) business days. Notwithstanding the foregoing, the failure to timely deliver notice of such action to the non-consenting Managers shall have no impact on the validity of any such action by written consent of the requisite Managers.

Section 4.6 Reliance by Third Parties.

Notwithstanding any other provision of this Agreement, any contract, instrument, or act of a Manager on behalf of the Company shall be conclusive evidence in favor of any third party dealing with the Company that the Manager has the authority, power, and right to execute and deliver such contract or instrument and to take such action on behalf of the Company.

Section 4.7 Reimbursement.

The Company shall reimburse the Managers and other authorized representatives of the Company for all out-of-pocket expenses reasonably incurred by the Managers and such authorized representatives on behalf of the Company. Such expenses may include travel, seminars, conference attendance fees, and other expenses related to transacting business on behalf of the Company. Such reimbursement shall be treated as an expense of the Company and shall not be deemed to constitute a distribution or fee to the Managers or such authorized representatives.

ARTICLE 5.

CAPITAL CONTRIBUTIONS; WITHDRAWAL

Section 5.1 Capital Contributions.

Each Member's Capital Contribution through the date hereof is reflected on Schedule A as of the date hereof. Subject to Manager Approval, the Company may also accept additional capital contributions in connection with the issuance of additional interests in the Company to existing Members and the admission of other Persons as additional Members pursuant to Article 7.

Section 5.2 Withdrawal.

Except as otherwise specifically provided herein, a Member shall not be entitled to withdraw any Capital Contribution or portion thereof or to receive any distribution from the Company. No Member shall have the right to resign or withdraw from the Company without written Manager Approval. Any Member who attempts to resign or withdraw from the Company without written Manager Approval, in violation of the foregoing provision, shall cease to be a Member of the Company and shall forfeit any right to distributions or payments from the Company, including, without limitation, any right to any payment pursuant to Section 32 of the Massachusetts Act.

ARTICLE 6.

DISTRIBUTIONS

Section 6.1 Distributions.

(a) Except as otherwise expressly provided herein, the Company shall not be required to make distributions or payments of cash or of other Company assets to the Members.

(b) Distributions to Members, if any, other than under Article 10 shall be at times and in such aggregate amounts as may be determined by Manager Approval. Any such distributions shall be made to the respective Members as follows:

(i) first, to the Members to the extent of, and in proportion to, their respective Unreturned Capital Contributions, until such Unreturned Capital Contributions have been reduced to zero; and

(ii) second, the balance to the respective Members on a *pro rata* basis in accordance with the Membership Percentages of the Members.

Section 6.2 Withholding; Tax Documentation.

Notwithstanding anything to the contrary in this Agreement, the Company may withhold from any distribution or other payment made to any Member any amount required to be withheld under the Internal Revenue Code or any other applicable federal, state, local or foreign law. All amounts so withheld with regard to any distribution or payment shall be treated as amounts distributed or paid to such Member. If no distribution or payment is being made to a Member in an amount sufficient to pay the Company's withholding obligation with respect to such Member, any amount that the Company is obligated to pay shall be deemed an interest-free advance from the Company to such Member, payable by such Member by withholding by the Company from any subsequent distributions or payments to such Member or within ten days after receiving written request for payment from the Company. Each Member agrees to timely complete and deliver to the Managers any form or document, and to timely provide such other information, reasonably requested by the Company for tax purposes.

ARTICLE 7.

ISSUANCE OF ADDITIONAL MEMBERSHIP INTERESTS; ADMISSION OF ADDITIONAL MEMBERS

Section 7.1 Additional Issuances; Additional Members.

(a) By Manager Approval, a Member may purchase or be granted additional Membership Interests in the Company or a Person who is not already a Member of the Company may be admitted as a Member of the Company.

(b) The Membership Percentage, Capital Contribution (if any) and other terms with respect to any additional interests in the Company or any additional Member shall be determined by Manager Approval. Upon any issuance or admission, the Membership Percentages of the other Members shall be reduced proportionately. So long as any required

approval and consent has been obtained in each case, each such Person who is not already a Member of the Company shall be admitted as an additional Member of the Company by executing a counterpart of this Agreement or a separate signature page hereof. This Agreement shall thereupon be deemed amended by the admission of such additional Member and the Managers shall take such other actions as they shall deem necessary by Manager Approval to confirm or legalize any issuance of additional Membership Interests or the admission of any additional Member. The admission of any Person as an additional Member shall not be cause for dissolution of the Company.

(c) This Section 7.1, together with any grant document pursuant to which Membership Interests are issued to a Member in such Person's capacity as an employee of or service provider to the Company, are intended to qualify as a compensatory benefit plan within the meaning of Rule 701 of the Securities Act and the issuance of Membership Interests pursuant hereto is intended to qualify for the exemption from registration under the Securities Act provided by Rule 701; provided that the foregoing shall not restrict or limit the Company's ability to issue any Membership Interests pursuant to any other exemption from registration under the Securities Act available to the Company and to designate any such issuance as not being subject to Rule 701.

(d) Membership Interests may be issued subject to vesting, forfeiture and repurchase pursuant to separate written agreements, the provisions of which may be determined, altered or waived (unless otherwise specified in such agreements) by the Managers pursuant to Manager Approval. Any Person holding a Membership Interest subject to a vesting arrangement, shall be personally responsible for making, and shall make, a timely Internal Revenue Code Section 83(b) election in accordance with Treasury Regulation 1.83-2 with respect to each such Membership Interest (to the extent applicable).

(e) Distributions pursuant to Article 6 shall be made with respect to all Membership Interests, whether vested or unvested. Any distributions pursuant to Section 6.1(b) with respect to the unvested portion of any Membership Interest shall be held by the Company until such portion of such Membership Interest vests, at which time any such retained distributions shall be released to the holder of such Membership Interest. Upon the forfeiture of any unvested Membership Interest, any retained distributions applicable to such Membership Interest shall be forfeited by the holder of the Membership Interest. Any retained distributions that are forfeited pursuant to the foregoing sentence shall thereafter be distributed under Section 6.1(b).

ARTICLE 8. TRANSFER OF MEMBERSHIP INTERESTS; LEGAL REPRESENTATIVES

Section 8.1 Assignability of Interests; Substitute Members.

Except as otherwise provided in Section 8.2, a Member may not sell, assign, transfer, pledge or otherwise encumber, or otherwise dispose of, such Member's Membership Interest, whether voluntarily or by operation of law, and an Assignee of a Member's Membership Interest shall not be admitted as a Substitute Member, in each case without prior Manager Approval. Unless and until admitted as a Substitute Member, an Assignee shall not be entitled to exercise any rights or powers of, or to receive any of the benefits of, the assigning Member other than, to

the extent assigned, the rights to receive distributions to which the assigning Member was entitled. An Assignee shall have no liability as a Member solely as a result of such assignment.

Section 8.2 Permitted Transfers.

Notwithstanding the provisions of Section 8.1 but subject to the provisions of Section 8.3 and Section 8.4, a Member may transfer all or any part of such Member's Membership Interest to (i) a spouse, parent or issue of such Member, or a trust primarily for such spouse, parent or issue's benefit, or (ii) if the Member is a trust, the beneficiaries or the grantor of such trust or to a successor trust or trusts in accordance with the terms of the applicable trust instruments (each of the transferees listed in (i) and (ii), a "Permitted Transferee"). Any such transfer shall be effective upon delivery by a Member to the Company and each of the Managers of a written notification of such transfer and a copy of the instrument of transfer executed by the Member and the Permitted Transferee, without any further action on the part of the Manager or Members; provided, however, that such Permitted Transferee shall be an Assignee and not a Substitute Member until such Permitted Transferee has complied with the provisions of Section 8.3 and Section 8.4.

Section 8.3 Substitute Members.

An Assignee may become a Substitute Member only upon the terms and conditions set forth in Section 8.4. The admission of an Assignee as a Substitute Member shall additionally in each case be conditioned upon (a) the Assignee's written assumption, in form and substance satisfactory to the Managers, of all of the obligations, restrictions and liabilities of the assigning Member with respect to the assigned Membership Interest under this Agreement and (b) the Assignee's execution of an instrument reasonably satisfactory to the Managers whereby such Assignee becomes a party to this Agreement as a Substitute Member. In no event shall any Member sell, assign, transfer, pledge or otherwise encumber, or otherwise dispose of, such Member's rights or obligations in an unvested Membership Interest, if any, whether voluntarily or by operation of law, and any such purported disposition shall be void *ab initio*.

Section 8.4 Additional Requirements.

As additional conditions to the validity of any assignment of a Membership Interest and any admission of an Assignee as a Substitute Member, such assignment and any such admission:

- (i) shall not violate the registration provisions of the Securities Act, or the securities laws of any applicable jurisdiction; and
- (ii) shall not cause the Company to be terminated for United States federal income tax purposes or to be treated as a publicly traded partnership under the Internal Revenue Code, unless agreed to in writing by Manager Approval.

The Managers acting by Manager Approval may require reasonable evidence as to satisfaction of such conditions, including, without limitation, a favorable opinion, in form and substance satisfactory to the Managers, of legal counsel reasonably satisfactory to the Managers. Any purported assignment or admission as to which the conditions set forth in this Article 8 are not satisfied shall be void *ab initio*.

Section 8.5 Distributions as Between Assignor and Assignee.

If a Membership Interest shall be validly assigned, then the assignor and Assignee shall each be entitled to distributions as follows: unless the assignor and Assignee shall agree otherwise and so provide in the instrument of assignment, distributions shall be made to the Person possessing the economic rights with respect to the Membership Interest at the date of distribution, as determined by the Managers in their sole discretion, acting by Manager Approval. For the purpose of making computations based on distributions, any distribution to an Assignee who, at the time of the computation, (i) has not been admitted as a Substitute Member shall be deemed to have been made to the assigning Member, and (ii) has been admitted as a Substitute Member shall be deemed to have been made to the Assignee.

Section 8.6 Deemed Agreement.

Any Person who acquires in any manner whatsoever any Membership Interest or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all of the terms and conditions of this Agreement that any predecessor in such Membership Interest or other interest in the Company of such Person was subject to or by which such predecessor was bound.

Section 8.7 Transfer of Capital Contribution amount.

Any reference in this Agreement to a Capital Contribution of, or distribution to, a Member that has succeeded any other Member shall include any Capital Contributions or distributions previously made by or to the former Member on account of the Membership Interest of such former Member transferred to such Member. All of the foregoing shall be subject to the right of the Managers to determine the appropriate amount of allocations, distributions and Capital Contribution for each Member.

ARTICLE 9.
DURATION OF THE COMPANY

Section 9.1 Duration.

The Company shall continue until it is dissolved and its affairs wound up, which shall occur on the earlier of the happening of any of the following events:

- (a) Manager Approval with respect to such dissolution and winding up.
- (b) The death, incapacitation, retirement, resignation, expulsion, or bankruptcy of all of the Members or the occurrence of any event which terminates the continued membership of all of the Members in the Company.
- (c) The entry of a decree of judicial dissolution under Section 44 of the Massachusetts Act.

ARTICLE 10.
LIQUIDATION OF THE COMPANY

Section 10.1 General.

(a) Upon the dissolution of the Company, the Company shall be liquidated in an orderly manner in accordance with this Article and the Massachusetts Act. The liquidation shall be conducted and supervised by the Managers or, if there are no Managers and no remaining Members, by the personal representative (or its nominee or designee) of the last remaining Member (the Managers or such other Person, as applicable, being referred to in this Article as the “Liquidating Agent”). The Liquidating Agent shall have all of the rights, powers, and authority with respect to the assets and liabilities of the Company in connection with the liquidation of the Company that the Members have with respect to the assets and liabilities of the Company during the term of the Company, and the Liquidating Agent is hereby expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation of the Company and the transfer of any assets of the Company. The Liquidating Agent shall have the right from time to time, by revocable powers of attorney, to delegate to one or more Persons any or all of such rights and powers and such authority and power to execute documents and, in connection therewith, to fix the reasonable compensation of each such Person, which compensation shall be charged as an expense of liquidation. The Liquidating Agent is also expressly authorized to distribute Company assets to the Members subject to liens.

(b) The Liquidating Agent shall liquidate the Company as promptly as shall be practicable after dissolution. Without limitation of the rights, powers, and authority of the Liquidating Agent as provided in this Article, the Liquidating Agent may, in its discretion, either distribute in kind or sell securities and other non-cash assets. Any securities or other non-cash assets which the Liquidating Agent may sell shall be sold at such prices and on such terms as the Liquidating Agent may, in its good faith judgment, deem appropriate.

Section 10.2 Final Distributions.

Upon dissolution of the Company, the Company’s liabilities to its creditors shall be paid, or provision for such payment as determined by the Liquidating Agent shall be made, prior to any other distributions to the Members. After paying such liabilities and providing for such reserves and after giving effect to all contributions, distributions and allocations for all periods, the Liquidating Agent shall cause the remaining net assets of the Company (and the remainder, if any, of the reserves established in accordance with the foregoing) to be distributed to and among the Members in accordance with Section 6.1(b).

ARTICLE 11.
DUTIES, EXCULPATION AND INDEMNIFICATION

Section 11.1 Duties of Manager and Liquidating Agent.

Each Manager and Liquidating Agent shall exercise in good faith such Person’s judgment in carrying out such Person’s functions and, otherwise, shall owe no duties (including fiduciary duties) to the Company or any Member in such capacity. The Members hereby agree that this Section 11.1 and the other provisions of this Agreement, to the extent that they restrict or

eliminate duties of any Manager or Liquidating Agent otherwise existing at law or in equity, modify such duties to such extent.

Section 11.2 Exculpation; Liability of Covered Persons.

(a) To the fullest extent permitted by law, none of the Managers, Liquidating Agents, or any other Persons who were, at the time of the act or omission in question, a Manager or Liquidating Agent (each, a “Covered Person”) shall have any liability to the Company or to any Member for any loss suffered by the Company that arises out of any action or inaction of such Covered Person if such Covered Person, in good faith, determined that such course of conduct was in, or not opposed to, the best interests of the Company and such course of conduct did not constitute gross negligence, fraud, or willful misconduct of such Covered Person.

(b) To the greatest extent permitted by applicable law, no Covered Person shall be liable to any Member by reason of any federal or other income tax laws or the interpretations thereof as they apply to the Company and such Member, or any changes thereto.

(c) The Members hereby agree that this Section 11.2 and the other provisions of this Agreement, to the extent that they restrict or eliminate liabilities of the Covered Persons otherwise existing at law or in equity, modify such liabilities to such extent.

Section 11.3 Indemnification of Covered Persons.

(a) To the maximum extent permitted by applicable law and subject to the other provisions of this Section 11.3, the Company shall indemnify and hold harmless Covered Persons, from and against any claim, loss, expense, liability, action or damage (including, without limitation, any action by a Member or assignee thereof against a Covered Person) due to, arising from or incurred by reason of any action, inaction or decision performed, taken, not taken or made by Covered Persons or any of them in connection with the activities and operations of the Company, or any subsidiary of the Company, as the case may be, provided (i) such action, inaction or decision is within the scope of the authority of such Covered Persons as provided herein, (ii) such Covered Person acted in good faith and in a manner such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company or any subsidiary of the Company, as the case may be, and (iii) with respect to any criminal proceeding, such Covered Person had no reasonable cause to believe the conduct of such Covered Person was unlawful. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, by itself, create a presumption that the Covered Person did not act in good faith and in a manner which the Covered Person reasonably believed to be in, or not opposed to, the best interest of the Company or any subsidiary of the Company, as the case may be, or that the Covered Person had reasonable cause to believe that such Covered Person’s conduct was unlawful (unless there shall have been a final adjudication in the proceeding that the Covered Person did not act in good faith and in a manner which such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company or any subsidiary of the Company, as the case may be, or that the Covered Person did have reasonable cause to believe that such Covered Person’s conduct was unlawful). Any Covered Person may consult with independent counsel selected by the Covered Person (which may be counsel for the Company or any Affiliate) and any opinion of such counsel shall be full

and complete authorization and protection in respect of any action taken or suffered or omitted by such Covered Person hereunder in good faith and in accordance with the opinion of such counsel. Any indemnification under this Section 11.3 shall include reasonable attorneys' fees incurred by Covered Persons in connection with the defense of any such action including, to the extent permitted by law, all such liabilities under United States federal and state securities laws. The reasonable expenses incurred by Covered Persons in connection with the defense of any such action shall be paid or reimbursed as incurred, upon receipt by the Company of an undertaking by such Covered Person to repay such expenses if it shall ultimately be determined that such Covered Person is not entitled to be indemnified hereunder, which undertaking may be accepted without reference to the financial ability of such Covered Person to make repayment. Such indemnification shall only be made to the extent that such Persons are not otherwise reimbursed from insurance or other means. Such indemnification shall only be paid from the assets of the Company, and no Member shall have any personal liability on account thereof.

(b) Notwithstanding the provisions of Section 11.3(a), a Covered Person shall not be entitled to be indemnified or held harmless from and against any claim, loss, expense, liability, action or damage due to or arising from the Covered Person's gross negligence, fraud or willful misconduct.

(c) The provisions of this Section 11.3 shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which a Covered Person may be entitled under the charter documents of any subsidiary of the Company or otherwise. The provisions of this Section 11.3 shall apply whether or not at the time of reimbursement the Covered Person entitled to reimbursement is then a Covered Person. Notwithstanding any repeal of this Section 11.3 or other amendment hereof, its provisions shall be binding upon the Company (subject only to the exceptions above set forth) as to any claim, loss, expense, liability, action or damage due to or arising out of matters which occur during or are referable to the period prior to any such repeal or amendment of this Section 11.3.

Section 11.4 Interested Transactions.

The Company may transact business and enter into and amend contracts, agreements and arrangements with one or more Covered Persons or Members, or with any corporation, partnership, organization or other concern of or in which any one or more Covered Persons or Members are directors, officers, stockholders, partners, members, trustees or otherwise interested. In the absence of fraud, (i) no such transaction, contract or arrangement shall be invalidated or in any way affected by the fact that such Covered Persons or Members have or may have interests that are or might be adverse to the interest of the Company, even though the vote, consent or other action of such Covered Persons or Members may have been necessary to obligate the Company under such transaction, contract or arrangement, and (ii) in the additional absence of any express agreement to the contrary, no such Covered Person or Member shall be liable to the Company, any Member, any creditor of the Company or any other Person for any loss incurred by reason of any such transaction, contract or arrangement, nor shall such Covered Person or Member be accountable for any gains or profits realized thereon.

ARTICLE 12.
MISCELLANEOUS PROVISIONS

Section 12.1 Books and Accounts; Confidentiality.

(a) Complete and accurate books and accounts shall be kept and maintained for the Company in accordance with generally accepted accounting principles, using such method of accounting as shall be determined by Manager Approval, and shall include separate accounts for each Member. Each Member, at such Member's own expense, shall at reasonable times and upon reasonable prior written notice to the Company have access to such copy of the Agreement and of the Certificate of Organization and such books of account, but only to the extent such books of account reasonably relate to such Member's Membership Interest and not the Membership Interest of any other Member. The Members hereby acknowledge that the rights of a Member to obtain information from the Company shall be limited to only those rights provided for in this Section 12.1(a), except as otherwise specifically required by the Massachusetts Act.

(b) All funds received by the Company shall be deposited in the name of the Company in such account or accounts, all securities owned by the Company may be deposited with such custodians, and withdrawals therefrom shall be made upon such signature or signatures on behalf of the Company, as may be determined from time to time by Manager Approval.

(c) Each Member agrees to maintain the confidentiality of the Company's records and affairs, including the terms of this Agreement, agrees not to provide to any other Person (including any employee of the Company) copies of any financial statements, tax returns, or other records provided or made available to such Member, and agrees not to disclose to any other Person (including any employee of the Company) any information contained therein without Manager Approval; provided, that any Member may make disclosures and may provide financial statements, tax returns, and other records: (i) to such Member's accountants and legal counsel as long as such Member instructs such accountants and legal counsel to maintain the confidentiality thereof and not to disclose to any other Person (including any employee of the Company) any information contained therein, (ii) if, and to the extent, required by law, including judicial or administrative order (provided, that, to the extent feasible, the Company is given prior notice to enable it to seek a protective order or similar relief), and (iii) in order to enforce rights under this Agreement.

(d) Notwithstanding the foregoing, nothing in this Agreement prohibits, or is intended in any manner to prohibit, a report of a possible violation of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under whistleblower provisions of federal law or regulation. No Person subject to the restrictions set forth in this Article 12 shall require the prior authorization of anyone at the Company or the Company's legal counsel to make any such reports or disclosures, and no such Person is required to notify the Company that it has made such reports or disclosures. Additionally, nothing in this Agreement is intended to interfere with or restrain the immunity provided under 18 U.S.C. section 1833(b) for confidential disclosures of trade secrets to government officials, or lawyers, solely for the purpose of reporting or investigating a suspected violation of law; or in a sealed filing in court or other proceeding.

Section 12.2 Survival of Rights and Remedies.

No failure or delay by any party in exercising any right or remedy hereunder shall operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.

Section 12.3 Notices.

All notices, demands, solicitations of consent or approval, and other communications hereunder shall be in writing and shall be sufficiently given if personally delivered or sent by postage prepaid, registered or certified mail, return receipt requested, by email, or by overnight courier, addressed as follows: if intended for the Company or the Managers in their capacity as such, to the Company's principal place of business determined pursuant to Section 2.3, and if intended for any Member to the address or email of such Member set forth on Schedule A or at such other address or email as any Member may designate by written notice. Notices shall be deemed to have been given (i) when personally delivered, (ii) if mailed, on the earlier of (A) three days after the date on which deposited in the mails, and (B) the date on which received, (iii) if emailed, on the date transmitted, or (iv) if sent by overnight courier, on the date on which received; provided, that notices of a change of address shall not be deemed given until the actual receipt thereof. The provisions of this Section 12.3 shall not prohibit the giving of written notice in any other manner; any written notice given in any other manner shall be deemed given only when actually received.

Section 12.4 Waivers; Amendments.

The operation or effect of any provision of this Agreement may only be waived, and this Agreement may only be amended, in accordance with this Section 12.4. The operation or effect of any provision of this Agreement may be waived, and this Agreement may be amended, upon Manager Approval, provided that (A) except as otherwise set forth herein, no waiver or amendment pursuant to this Section 12.4 shall, without a Member's consent, (I) create personal liability for such Member or (II) require capital from such Member, (B) any provision of this Agreement may be waived by the waiving party on such party's own behalf, without the consent of any other party, and (C) any Manager may update Schedule A from time to time as necessary to accurately reflect the information therein, including each Member's Capital Contribution and Membership Percentage. Any such update to Schedule A shall not be deemed an amendment to this Agreement. Unless otherwise indicated, any reference in this Agreement to Schedule A shall be deemed a reference to Schedule A as such may be updated from time to time.

Section 12.5 Applicable Law; Jurisdiction; Damages.

(a) This Agreement shall be governed by, and construed in accordance with, the law of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

(b) The parties (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Massachusetts and to the jurisdiction of the United States District Court for the District of Massachusetts for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts

of Massachusetts located in Middlesex or Suffolk County or the United States District Court for the District of Massachusetts located in Boston, and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

(c) A Member or former Member who initiates an action or suit in violation of this Agreement shall be liable to the Company and its Managers and any Members who are defendant parties for all damages and expenses which such defendant parties incur as a result, including, without limitation, reasonable fees and expenses of legal counsel and expert witnesses and court costs.

Section 12.6 Legal Counsel.

The Company has engaged Foley Hoag LLP (“Foley”) as legal counsel to the Company. Moreover, Foley has previously represented or concurrently represents the interests of the Company and parties related thereto in connection with matters other than the preparation of this Agreement and may represent such Persons in the future. Each Member hereby approves Foley’s representation of the Company in the preparation of this Agreement and acknowledges that (a) actual or potential conflicts of interest may exist among the Members in connection with the preparation of this Agreement, (b) whether or not Foley has in the past represented or is currently representing such Member with respect to other matters, Foley has not represented the interests of any Member in the preparation and negotiation of this Agreement, and (c) Foley does not represent any Member in any Member’s capacity as a Member in the absence of a clear and explicit written agreement to such effect between such Member and Foley (and then, only to such extent as set forth in the such agreement) and, in the absence of any such agreement, Foley shall owe no duties directly to such Member. In the event any dispute or controversy arises between any Member and the Company, then each Member agrees that Foley may represent the Company in any such dispute or controversy to the extent permitted under the Massachusetts Rules of Professional Conduct or similar rules in any other jurisdiction or other laws and ethical rules governing the conduct of attorneys, and each Member hereby consents to such representation.

Section 12.7 Construction.

(a) The captions used herein are intended for convenience of reference only, and shall not modify or affect in any manner the meaning or interpretation of any of the provisions of this Agreement.

(b) As used herein, the singular shall include the plural, the masculine and feminine genders shall include the neuter, and the neuter gender shall include the masculine and feminine, unless the context otherwise requires.

(c) The words “hereof”, “herein”, and “hereunder”, and words of similar import, when used in this Agreement shall refer to this Agreement as a whole and not to any particular

provision of this Agreement.

(d) All references herein to Articles, Sections, or Schedules shall be deemed to refer to Articles and Sections of and Schedules to this Agreement, unless specified to the contrary.

(e) The word “including”, and words of similar import, when used in this Agreement shall mean “including, but not limited to”.

(f) With respect to provisions of this Agreement in which any Manager or any other Person is permitted or required to make a decision in such Manager or any such Person’s “discretion” or “sole discretion” or under a grant of similar authority, such Manager or any such Person shall be entitled to consider such interests and factors as such Manager or any such Person desires, including such Manager or any such Person’s own interests in addition to the interests of the Company.

Section 12.8 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto; provided, that this provision shall not be construed to permit any assignment or transfer which is otherwise prohibited hereby.

Section 12.9 Severability.

If any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and all other applications thereof shall not in any way be affected or impaired thereby.


Section 12.10 Entire Agreement.

This Agreement sets forth the entire understanding among the parties relating to the subject matter hereof and supersedes any and all prior contracts or agreements with respect to such subject matter, whether oral or written. No promises, covenants or representations of any character or nature other than those expressly stated herein have been made to induce any party to enter into this Agreement.

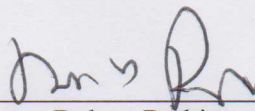
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Limited Liability Company Operating Agreement as of the date first written above.

MEMBERS:



Sarah Macneil



Robert Parkin

*Signature Page to
Limited Liability Company Operating Agreement
of Pleasant Hill Growers LLC*

Schedule A

Limited Liability Company Operating Agreement Of Pleasant Hill Growers LLC

Name and Address of Member	Membership Percentages	Capital Contributions
Sarah Macneil 681 Pleasant Street Dunstable, MA 01827 Email: pleasanthillgrowersllc@gmail.com	51%	\$0
Robert Parkin 701 Pleasant Street Dunstable, MA 01827 Email: robert_parkin@verizon.net	49%	\$31,904
Total of all Members:	100%	\$31,904

Date of last revision of this Schedule A: The Effective Date



Pleasant Hill Growers LLC
681 Pleasant Street
Dunstable, MA 01827
pleasanthillgrowersllc@gmail.com

Business Plan for Cannabis Cultivation

April 2020

Overview:

Pleasant Hill Growers LLC (PHG) is applying to the Massachusetts Cannabis Control Commission (CCC) for a Tier I license to cultivate cannabis as a Woman-Owned Microbusiness. Plants will be aeroponically/hydroponically grown in a single building built on private property in Dunstable, Massachusetts. The building will primarily be powered by alternative energy sources, is set in a private location, and will have the ability to grow 5,000 square feet of total canopy of marijuana plants. PHG will grow from seedling or clone to mature plant and will sell the product at wholesale to processing and/or retail facilities.

Mission Statement:

Pleasant Hill Growers LLC will cultivate organic marijuana for the Massachusetts cannabis market using environmentally-sustainable methods.

Business Details - Operating Plan:

Pleasant Hill Growers will build a 6,720 square foot cultivation facility that will contain a maximum of 5,000 square feet of canopy for marijuana plants. It is anticipated that the space where plants are in their vegetative and flowering phases will be separated into 4 quadrants. The reason for this is two-fold:

- 1.Planting in each quadrant will be staggered by approximately one month of time, such that only one quarter ($\frac{1}{4}$) of the grow space is being harvested and processed at one time.

- 2.Quadrants will be separated by walls and doorways. In the event that there is a pest or fungal infection in one quadrant, it will be isolated from the other growing sections.

The building will contain a storage room, a mechanical room, a security room, and entryways. The mechanical room will contain geothermal, solar, and tracking equipment, as well as a hot water heater and other equipment needed for the plants.

Bylaws require that the building is located a minimum of 200 feet from a residential structure and that requirement will be met. The facility will not be visible from the road. PHG will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually as provided in 935 CMR 500.105(10).

One of the core missions of the Massachusetts Cannabis Control Commission (CCC) is energy efficiency, under 935 CMR 500.105(15), and Pleasant Hill Growers intends to far exceed all other currently built Massachusetts indoor cultivation facilities in energy efficiency. The building will be heated and cooled using a horizontal closed ground loop geothermal system. Electricity will be solar generated by photovoltaic panels on the south-facing roof of the building. The building will also be connected to the electric grid in order to eliminate the need for a large battery bank that would be required to store energy. The building will be equipped with a generator and adequate battery back-up power to assure that the facility is never without power.

Water for the facility will be provided by an on-site well. PHG is anticipated that plants will be grown aeroponically or with a hybrid aeroponic/hydroponic system. Water will be collected, filtered, and recirculated whenever feasible. An aeroponic design consists primarily of a reservoir and a raised planter, where the roots dangle down into the reservoir. A mist blankets the root systems with a continual supply of water and nutrients. Excess water collects in the bottom of the pan and is circulated back through the system. In addition to minimal water usage, there are several other advantages of growing aeroponically. It is a shorter grow cycle, taking about three months to reach mature plants. Plants do not compete for soil and can be placed closer together, oxygen is more efficiently delivered to the roots, the threat of soil-based pests entering the grow space is eliminated, and the lack of soil also makes harvesting easier.

Air ventilation from the building will be filtered such that there will be no detectable odor on the outside of the building, in accordance with 935 CMR 500.105. There will be no windows into the

building so that all light provided to the plants is controlled. The environment will be controlled to adjust light, fertilizer, air circulation, water, and carbon dioxide level.

All plants will be tracked using a state mandated METRC system utilizing barcodes and computer tracking.

Security Plan:

Pleasant Hill Growers LLC will implement an alarm and security system in compliance with Massachusetts Cannabis Control Commission's regulations under 935 CMR 500.110. PHG will contract with a licensed professional to design and install its security system. The two access doors will be equipped with security cameras and locking mechanisms within CCC compliance. The exterior doors and parking area will be sufficiently lit and foliage will be kept trimmed to allow for clear visibility of all areas that are under video surveillance.

Interior and exterior high definition surveillance will be conducted of all areas that contain marijuana, plus entrances/exits and the parking area 24 hours per day and 7 days per week. Video surveillance recordings will be remotely monitored by the business manager, will be held for a minimum of 90 days, and will be available to the CCC upon their demand.

Only management, employees, and other authorized visitors (ie. contractors) will be allowed access to the facility. They will be issued, and required to visibly display, a visitor's badge. All visitors will have to sign in using a visitor's log, which will be maintained in perpetuity.

On-site consumption of marijuana will be prohibited.

Company Organization and Management:

Pleasant Hill Growers LLC is Woman-Owned Microbusiness. Sarah Macneil is the Chief Executive Officer (CEO) and Robert Parkin is the Chief Financial Officer (CFO). This father-daughter team brings together a vast amount of expertise that will help to ensure the success of the company.

Robert Parkin has a PhD in Electrical Engineering from Imperial College in London. He has taught graduate level engineering courses at both Northeastern University and at the University of Massachusetts at Lowell for a total of 40 years.

Dr. Parkin has extensive construction experience, has designed and built over 11 homes, and holds a construction supervisor's license in the State of Massachusetts. Dr. Parkin has particular knowledge of designing and building structures that use alternative forms of energy.

In 1977 Dr. Parkin built the first 100% solar heated house in New England, which is still operating as designed. He designed and built a Near Net Zero house that his daughter and her family live in that is heated with passive solar and geothermal and air conditioned geothermally. A geothermal system uses the latent heat located approximately 6 feet below the ground surface. The home produces most of its electricity using photovoltaic cells on the roof of the house.

Dr. Parkin is able to combine his knowledge of form (architecture) with function (engineering) to create homes that are attractive, energy efficient, and comfortable in which to live. He has also published books, including most recently “Building-Integrated Solar Energy Systems” CRC Press, 2017.

Ms. Macneil holds a Bachelor of Science in Geology from the University of Massachusetts at Amherst and has had 6 years of geotechnical and environmental engineering experience working in Alaska.

She has 6 years of experience in security and weapons detection with the Department of Homeland Security. Ms. Macneil also has 7 years of experience running a bakery business, where she was responsible for managing employees and wholesale accounts, purchasing supplies, and handling sales and marketing.

Ms. Macneil has 12 years of experience working on herb farms in Massachusetts, using both field and greenhouse growing methods. Ms. Macneil will act as PHG’s Business Manager.

What Drives Us:

Pleasant Hill Growers’ initial interest in cannabis began when Dr. Parkin’s wife, Anne, contracted a version of ALS that is similar to what Steven Hawking had. Mrs. Parkin depends on CBD oil to loosen up her muscles enough for caregivers to bathe and dress her. She cannot speak or move at all and muscle atrophy makes her limbs fold in toward the centerline of her body. Eight drops of CBD oil placed into her g-tube is enough to loosen her muscles after about 20 minutes. PHG hopes that it will be able to help advance research of cannabinoid products. PHG will strive to contribute to the local economy as well as promoting the health benefits of marijuana.

The Cannabis Control Commission has identified communities in Massachusetts that have historically been disproportionately impacted as a result of marijuana being illegal. The City of Lowell is the closest community to Dunstable that has been designated as disproportionately affected by the Commission. More specifically, an area of Lowell known as The Acre has been especially hard hit by the war on drugs. Many of the community’s residents are socioeconomically challenged. Accordingly, Pleasant Hill Growers will exert its best efforts to contribute to uplifting The Acre Neighborhood in Lowell; so that residents of this community

directly benefit from the development of the Commonwealth's growing adult-use cannabis industry.

The Center For the Study of Social Policy (CSSP), which is a national organization, believes that "the well-being of children and families is directly impacted by whether they live in strong, stable, inclusive, and supportive communities". In order for families to thrive, CSSP works to transform systemic forces that negatively impacted communities and led to inequitable outcomes. CSSP has established a framework called Strengthening Families. In addition to strengthening families, it is a strategy to enhance child development and reduce the frequency of child abuse and neglect. CSSP works to engage families to increase the resilience of parents. It provides social connections, parenting and child development education, concrete support in times of need, and works to boost the social and emotional competence of children.

Pleasant Hill Growers is committed to the missions of the Center For the Study of Social Policy. PHG believes in the concept of "Give a man a fish, feed him for a day. Teach a man to fish, feed him for life". In pursuit of this objective, PHG will partner with The Coalition For a Better Acre (CBA). CBA is a "boots on the ground" organization that embodies the values of the CSSP. The Coalition For a Better Acre provides workforce training, youth programs, civic engagement, community building enterprises, and financial counseling that directly assists the residents of The Acre neighborhood in Lowell.

PHG will partner with CBA to positively impact residents from the Acre who have been identified by the Cannabis Control Commission as disproportionately harmed by the criminalization of marijuana. These groups have been defined as (i) Past or present residents of disproportionate impact as defined by the Cannabis Control Commission; (ii) Commission-designated Certified Economic Empowerment Priority recipients; (iii) Commission-Designated Social Equity Program Recipients; (iv) Massachusetts residents who have past drug convictions; and (v) Massachusetts residents with parents or spouses who have drug convictions.

4. Employees and Contractors

PHG is committed to developing and maintaining a robust policy of inclusivity and diversity at its cultivation facility and to hiring a workforce that is representative and as diverse as the City of Lowell, which is the closest community to the Town of Dunstable that has been designated as disproportionately impacted. Driving this institutional commitment is the recognition that diversity in the workforce is a critical aspect of Pleasant Hill Growers' contribution to the City of Lowell.

PHG will foster a diverse culture and pledges to promote equity among minorities, women, veterans, people with disabilities, LGBTQ+ individuals, and those who identify as non-normative gender identities and sexual orientation. In addition, PHG will make best efforts to employ and advance in employment qualified and diverse people at all levels within the company. PHG is

especially aware of the strong and vibrant Latino/Hispanic and Asian communities in Lowell. The 2010 U.S. Census Bureau reported that approximately 50% of the city's residents identified as non-white. Pleasant Hill Growers' diversity policies will seek to empower and support this significant percentage of the Lowell community.

PHG anticipates hiring two (2) or three (3) full time Cultivators and two (2) or three (3) part time Assistant Cultivators. The Company is currently looking at two individuals who have extensive experience growing marijuana on the black market. One of these individuals is a minority, who grew up in The Projects in Dorchester, Massachusetts. The other individual is disabled and has suffered the legal ramifications of drug activity. They both have very specific knowledge of growing conditions within enclosed spaces and how to prevent mold and other pests from infecting a crop.

Pleasant Hill Growers has engaged the legal services of Foley Hoag LLP, a top law firm with a division that specializes in the Massachusetts cannabis industry. PHG has also selected an accounting firm that specializes in the cannabis industry.

Marketing and Sales Strategy

As a microbusiness that cultivates marijuana, Pleasant Hill Growers will have a limited number of customers, which will be the wholesale accounts to which PHG sells its raw product. PHG has signed a Letter of Intent with 6 Bricks LLC, which is located in Springfield. PHG intends to wholesale sell and 6 Bricks intends to wholesale buy some of PHG's product.

Since PHG is not building a customer base, there will be no need for a marketing plan.

Products and Services:

Pleasant Hill Growers LLC will cultivate marijuana and anticipates selling raw product to an extraction facility for processing. PHG will also package flower with its own brand label to sell at wholesale to retail establishments in the Commonwealth.

Financial Start-Up:

PHG anticipates needing approximately \$500,000 of start-up money, which could be a combination of investor money and family and friend loans. The property on which the facility will be located is owned by Robert Parkin and is free and clear of loans or appurtenances. PHG estimates that it will spend approximately \$416,000 on engineering, building construction, purchase and installation of lights, equipment, a safe or vault, METRC, and a security system (see Attachment A, Construction and Equipment Costs For Pleasant Hill Growers LLC). The additional \$84,000 will be needed for materials, equipment, and salaries for the first grow cycle.

Profits from the first, and subsequent, grow cycle will be rolled back into operating costs and upgrading of equipment.

Organizational Timeline:

Pleasant Hill Growers has a Host Community Agreement with the Town of Dunstable, which was signed on March 25, 2019. It also has a Special Permit from the Dunstable Planning Board to build the facility, which was filed with the Registry of Deeds on January 7, 2020. The Company intends to begin construction within four (4) months of receiving a Provisional Licence for cultivation from the Cannabis Control Commission. Once we are granted a Final License by the CCC, we will begin growing our first crop from seed and expect that it will be ready to deliver to market within six (6) months of licensure.

Financial Forecast:

Wholesale market prices and crop success will vary; but assuming that 125 pounds of dried flower are produced each month and that it is sold at wholesale for \$1,500 per pound, then \$187,500 will be grossed per month.

Subtracting 3% of gross income that will go to the Town of Dunstable plus utilities, salaries, materials, insurance, accountant fees, licensure fees, banking fees, and legal expenses, etc, PHG anticipates netting approximately \$117,000 per month (See Attachment B, Monthly Profit and Loss Statement).

Company Future Plans:

Pleasant Hill Growers will establish itself as a premier grower in the cannabis industry. The company will create a sought-after brand that is grown organically and sustainably. PHG intends to remain a small family business with a reputation for being a good neighbor and for giving back.

CONSTRUCTION AND EQUIPMENT COSTS FOR PLEASANT HILL GROWERS LLC

Attachment A

engineering		
Norse Design Service	7,500	
power line hookup	5,500	
gas line hookup	6,000	
foundation		
excavation	5000	
concrete w slab	28,960	181 yards concrete at \$160/yard
labor	10,000	
sand/gravel	2,500	
<u>frame (excluding roof)</u>		
materials	33,000	
labor	14,000	
roof		
trusses	25200	
ply+rubber	12,000	
labor	5,000	
interior		
plumber	9,000	
electrician	7,000	
foam insul w labor	16,000	
interior walls & ceiling	8,000	need reflective material on surface
grow lights	32,000	
grow lights labor	6,500	
benches etc	14,000	
tracking system	20,000	METRC seed-to-sale
safe vault	1,500	
exterior		
siding	5,000	
labor	4,000	
mechanicals		
air handling system	16,000	
backup heaters	9,000	
25kV PV on roof	63,000	
geothermal	18,000	
septic system	8,000	
security system	24,000	cameras/monitors
TOTAL	415660	

Attachment B

Monthly Profit and Loss Statement, Pleasant Hill Growers LLC

Units Sold (pound)	125
Income per unit	1500
Product Income	187500
Refunds-Allowances	
Total Income	187500
Cost of Goods Sold	
Growing Supplies	6000
Total Cost of Goods Sold	6000
Gross Profit	181500
Expenses	
Payroll Expenses	
Salaries & Wages (Employees)	31667
Salaries & Wages - Management	10000
5250 Taxes - Payroll	4166.7
5300 Employee Benefits (medical, dental, vision)	2500
Payroll Processing	400
Total Payroll Expenses	48733.7
Operating Expenses	
Bank Fees	\$200
Dues & Subscriptions	220
Non-Profit Donation	833
Insurance	
The Hartford (Worker's Comp)	200
General Liability	500
Total Insurance	700
Taxes - 3% Municipal	5625
Licensing Fees	208
Meals & Entertainment	250
Accounting	500
Equipment Upgrades and maintenance	2500
Office Supplies	220
Outside Services/Consulting	1500
Legal Expenses	200
Rent	0
Utilities	1000
Solar Power - Sunbug Solar	875
Security System Monitoring	39
Security Annual Assessment	100
Internet	250
Ring Central - Phone System	69
Transportation Expenses	1000
Computer Software	250
Total Operating Expense	64398
Total Expenses	70398
Net Operating Income	117102
Net Income	117102

0000001

*Pleasant Hill Growers LLC
681 Pleasant Street
Dunstable, MA 01827
pleasanthillgrowersllc@gmail.com*

Plan for Obtaining Liability Insurance

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

Pleasant Hill Growers LLC
681 Pleasant Street
Dunstable, MA 01827
[*pleasanthillgrowersllc@gmail.com*](mailto:pleasanthillgrowersllc@gmail.com)

Plan For Restricting Access to 21 and Older

Pleasant Hill Growers LLC (PHG) will prohibit access to individuals who are under the age of 21 years of age. PHG will remain vigilant in limiting access to its cultivation facility to only those individuals who are authorized by law to be present at the facility. Most notably, access to PHG's cultivation facility shall be strictly limited to individuals age 21 or older who possess a valid, non-expired, government-issued photo identification verifying their age. In other words, in accordance with 935 CMR 500.002, all visitors to Pleasant Hill Growers' facility will be 21 years of age or older. In addition, all employees shall be age 21 or older, and will require all visitors to present government-issued photo identification to verify their age. In the event that PHG discovers that any of its employees intentionally or negligently allowed a person under the age of 21 to enter its facility, the agent will be terminated and the Commission will be notified. Pleasant Hill Growers commits to complying with any future Commission guidance with respect to best practices in preventing access to individuals under the age of 21.

Although Pleasant Hill Growers will not be marketing directly to consumers from its cultivation facility, PHG will take all possible measures to ensure that its products reach intended recipients, which will only be Commission-licensed establishments. Furthermore, PHG will develop robust processes and protocols to verify that the retailers to which it sells its products are compliant with the customer identification requirements articulated in 935 CMR 500.000 et seq.

Any advertising, marketing, and labeling practices that Pleasant Hill Growers' employs will comply with 935 CMR 500.105, including the requirements designed to ensure that individuals under 21 years of age do not use marijuana or marijuana products. PHG's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website.

Quality Control and Testing Procedures

I. INTRODUCTION

Pleasant Hill Growers LLC (PHG) is dedicated to producing the highest quality marijuana for Commonwealth consumers. That commitment to quality requires that PHG: 1) maintain safe and sanitary working conditions; 2) hold its employees to the highest sanitation standards; and 3) ensure that its products are properly tested for contaminants.

II. TESTING OF MARIJUANA

A. Pleasant Hill Growers shall engage a commission-certified Independent Testing Laboratory to test its marijuana in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November, 2016, published by the Massachusetts Department of Public Health (“DPH”) and to test its environmental media (e.g., soils, solid growing media, and water) in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

B. PHG will never market or sell marijuana or marijuana product that is not capable of being tested by Independent Testing Laboratories (except as allowed under 935 CMR 500.000).

C. Pleasant Hill Growers will utilize the Independent Testing Laboratory to conduct testing for contaminants as required by the Commission, including for mold, mildew, heavy metals, plant-growth regulators, and pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources. Testing records shall be maintained for no less than one year.

D. In accordance with 935 CMR 500.105(3), PHG shall provide written notification within seventy-two (72) hours to the Commission of any testing results indicating that its marijuana or marijuana products’ contaminant levels are above the acceptable limits identified in 935 CMR 500.160(1), that contamination cannot be remediated, and must be disposed of. PHG shall also ensure that its Independent Testing Laboratory will notify the Commission of such results. In its written notification to the Commission, PHG shall offer a proposed plan to destroy the contaminated product and to identify and remediate the source of contamination.

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E. All transportation of marijuana and marijuana products to and from an Independent Testing Laboratory shall be secure and in compliance with 935 CMR 500.105(13).

F. Following testing, all excess marijuana shall be disposed of in compliance with Pleasant Hill Growers' Disposal Policy and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning the excess marijuana to PHG for disposal or by the Independent Testing Laboratory disposing of it directly, in compliance with Commission regulations.

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

III. HANDLING OF MARIJUANA & SANITATION

Pleasant Hill Growers shall handle and process marijuana and marijuana products in a safe and sanitary manner. In that regard, PHG shall implement the following policies:

A. Pleasant Hill Growers shall process the leaves and flowers of the female marijuana plant only. Such leaves and flowers shall be: 1) well cured and generally free of seeds, stems, dirt, sand, debris, mold, rot, other fungus, and bacterial diseases; 2) prepared and handled on food-grade stainless steel tables; and 3) packaged in a secure area within PHG's cultivation facility in advance of transport to a retail or processing facility; and

B. Any agent whose job includes contact with marijuana or nonedible marijuana products shall comply with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements; maintain adequate personal hygiene; and wash their hands thoroughly before starting work, and at any other time when hands may have become soiled or contaminated. PHG shall provide all such agents with readily-accessible hand-washing and drying facilities in all areas where good sanitary practices require employees to wash and sanitize their hands.

IV. SANITATION PROCEDURES

Pleasant Hill Growers shall implement the following policies and procedures to ensure that the highest levels of cleanliness are maintained at its Dunstable cultivation facility:

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A. In accordance with 935 CMR 500.105(3), provide adequate space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;

B. In accordance with 935 CMR 500.105(3), all floors, walls, and ceilings shall be constructed in such a manner so that they may be adequately kept clean and in good repair;

C. Building construction shall allow for adequate cleaning and repair of equipment, limited access areas and the entire facility;

D. Remove and dispose of litter and waste, in a manner consistent with 935 CMR 500.105(12), to prevent the development of odor and minimize the potential for the waste attracting and harboring pests;

E. Ensure that the facility is constructed in a manner that allows surfaces to be kept clean and in good repair;

F. Provide ample lighting in all areas where marijuana is processed and stored and where equipment or utensils are cleaned;

G. Purchase equipment, contact surfaces and utensils that are designed to allow adequate sanitization;

H. Maintain all contact surfaces in a clean and sanitary condition, cleaning them as frequently as necessary to protect against contamination. All cleaning of contact surfaces will be performed with a sanitizing agent registered by the U.S. Environmental Protection Agency ("EPA");

I. Clearly label any toxic item and store them in a manner that protects against contamination of marijuana products;

J. Maintain a safe, potable, and adequate water supply, with plumbing that is adequately designed and installed to carry sufficient quantities of water throughout the facility, and to convey sewage and liquid disposable waste from the facility;

K. Provide agents with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair; and

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L. Store products that can facilitate the rapid growth of undesirable microorganisms in a manner that prevents such growth.

V. OTHER CONTROL PROCEDURES

A. Pleasant Hill Growers shall store and transport products under conditions that protect against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers. This includes ensuring that vehicles and transportation equipment provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation.

B. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*.

C. Finally, PHG shall ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

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

Personnel Policies Including Background Checks

I. INTRODUCTION

Pleasant Hill Growers LLC (PHG) will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. At a minimum, PHG will maintain the following personnel records: 1) job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions; 2) personnel records for each marijuana establishment agent; 3) a staffing plan that will provide adequate coverage for facility needs and maintaining safe conditions; 4) personnel policies and procedures; and 5) all background check reports obtained in accordance with 935 CMR 500.030. PHG will employ individuals for its cultivation facility, which will be located at 701 Pleasant Street, Dunstable, Massachusetts. PHG anticipates that it will keep personnel records for the following positions:

1. Chief Executive Officer
2. Chief Financial Officer
3. Two or three Cultivators
4. Two or three Cultivation Assistants

II. MARIJUANA CULTIVATOR PERSONNEL RECORDS

Personnel records for each marijuana cultivator (as defined in 935 CMR 500.002) will be maintained for at least twelve (12) months after termination of the agent's affiliation with Pleasant Hill Growers and will include, at a minimum, the following: 1) all materials submitted to the Commission pursuant to 935 CMR 500.030(2); 2) documentation of verification of references; 3) the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision of the marijuana cultivator; 4) documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters; 5) documentation of periodic performance evaluations; 6) records of any disciplinary actions taken; 7) notice of completed responsible vendor and eight-hour related duty training; 8) results of initial background investigation, including CORI reports; and 9) documentation of all security-related

events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident. These personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the management team.

III. MARIJUANA AGENT BACKGROUND CHECKS

In addition to completing the Commission's employee registration process, all agents hired to work for Pleasant Hill Growers will undergo a detailed background investigation prior to being granted access to the facility or beginning work duties. Background checks will be conducted on all employees pursuant to 935 CMR 500.100 and 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for employment with the licensee.

For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), PHG will consider: 1) all conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction; 2) all criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability; and 3) where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.

Pleasant Hill Growers will make employment suitability determinations in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, PHG will: 1) comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination; 2) consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802 - in the event a Presumptive Negative Suitability Determination is made, PHG will consider the following factors:

1. Time since the offense or incident;
2. Age of the subject at the time of the offense or incident;

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3. Nature and specific circumstances of the offense or incident;
4. Sentence imposed and length, if any, of incarceration, if criminal;
5. Penalty or discipline imposed, including damages awarded, if civil or administrative;
6. Relationship of offense or incident to nature of work to be performed;
7. Number of offenses or incidents;
8. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
9. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
10. Any other relevant information, including information submitted by the subject; and

Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

Upon adverse determination for a particular applicant, PHG will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement. After 10 business days, if the applicant does not dispute the contents of the report and no applicant-provided statement gives cause to alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Pleasant Hill Growers, along with any legal notices required. All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 *et seq.* and guidance provided by the Commission.

Pleasant Hill Growers will cause its background screening to be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®)

Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission. Any references provided by the marijuana agent will be verified at the time of hire. As deemed necessary, individuals to be hired for key positions with unique and sensitive access (e.g., members of the executive team) will undergo additional screening, which may include interviews with prior employers and/or colleagues. As a condition of continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Registration Cards (as that term is defined in 935 CMR 500.002) annually and submit to other background screening as may be required by PHG or the Commission.

IV. STAFFING PLAN AND BUSINESS HOURS

A. Hiring and Recruitment

Pleasant Hill Growers' management will be responsible for hiring practices, which will include but are not limited to the following and apply to all types of working situations including hiring, firing, promotions, harassment, training, wages and benefits:

1. Equal Employment Opportunity Commission (EEOC) Compliance;
2. Diversity Plan. As stated in PHG's Diversity Plan, an Annual Diversity Audit Report will be compiled and made available to the Commission;
3. Plan to Positively Impact Areas of Disproportionate Impact;
4. Background Checks and References;
5. Mandatory reporting of criminal convictions (and termination if necessary);
6. State and Federal Family Leave Act;
7. Workplace Safety Laws;
8. State and Federal Minimum Wage Requirements; and
9. Non-Disclosure and Non-Compete Agreements

B. Standards of Employee Conduct

Pleasant Hill Grower's mission is to provide a professional workplace free from harassment and discrimination for employees. PHG has a zero-tolerance policy on harassment or discrimination based on sex, race, color, national origin, age, religion, disability, sexual

orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic contravenes PHG's Code of Conduct. A broad range of behavior could constitute harassment and/or discrimination. In general, harassment is any verbal or physical conduct that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) adversely and unjustifiably affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. All harassment or discrimination by employees is strictly prohibited. Furthermore, harassing or discriminatory behavior of non-employees directed at PHG employees also is condemned and will be promptly addressed.

PHG will develop a diversity training program for all new employees. This program will require that all employees undergo diversity awareness and anti-bias training in accordance with industry best practices. PHG's diversity and anti-bias training will emphasize the company's zero-tolerance commitment against harassment and discrimination in the workplace and the company's unwavering pledge to take corrective action should any issues, concerns, or complaints arise. All employees will be required to undergo diversity and anti-bias training at least annually. To ensure an inclusive and aware workforce, all employees will be encouraged to report all incidents of harassment and discrimination to management. Management will take any necessary action to enforce the company's zero-tolerance commitment against harassment and discrimination in the workplace.

1. Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee or parties involved. The Dunstable Police Department and other law enforcement authorities, as applicable, will be contacted immediately in the case of a violent event. Weapons are not permitted at PHG's facility by employees or any other parties. Anyone found carrying weapons at PHG's cultivation facility will be immediately terminated. Vendors or other visitors to the facility found carrying weapons on the premises will be asked to leave and/or the police will be notified accordingly.

2. At-Will Employment

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

3. Business Hours

Pleasant Hill Growers will be a cultivation facility, will not be open to the public, and therefore will not have posted business hours.

V. OVERVIEW OF PERSONNEL POLICIES AND PROCEDURES

A. Standard Employment Practices

PHG will value and encourage the contributions of its employees. PHG intends to be a market leader in workplace satisfaction by offering competitive wage and benefits packages and nurturing a corporate culture that values meaningful work-life balance, complete transparency and accountability and service to the community.

1. Advancement

Participation in training and bi-annual performance evaluations will be conditions for any promotions or pay increases. Pleasant Hill Growers pledges to be an equal opportunity employer and advancer of its employees. *See Diversity Plan* for greater detail.

2. Written Policies

PHG written policies will address, *inter alia*, the Family and Medical Leave Act (FMLA), equal employment opportunity, discrimination, harassment, disabilities, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 *et. seq.*, holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves

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of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, and compliance hotline. Furthermore, in accordance with 935 CMR 500.105(1), PHG's written policies will address and confirm the company's commitment to an alcohol, smoke and drug free work environment.

3. Investigations

Pleasant Hill Growers will develop policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to remain compliant with 935 CMR 500.000 *et. seq.*

4. Designated Outside Counsel

PHG may retain counsel specializing in employment law to assist with any issues and questions.

VI. JOB STATUS

A. Work Schedules

PHG intends to secure two or three full-time Cultivators as well as two or three part time Assistant Cultivators. It may become necessary to hire additional full or part time individuals. Schedules will be set according to the needs of the company as well as the needs of each employee. It will be management's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. Management will also ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

B. Mandatory Meetings and Community Service Days

There will be a mandatory reoccurring facility meeting on a quarterly basis. All full-time employees will be notified of their required attendance.

PHG has partnered with the nonprofit organization, the Coalition For a Better Acre (CBA) in Lowell. PHG will require its employees to volunteer for two (2) community service

days at CBA. PHG will pay the employee at their pay rate for their volunteer hours for those two (2) days. Volunteer work in the community of Lowell will be further encouraged with the implementation of a monetary bonus incentive program. A reward/bonus will be given to the employee that volunteers the most time with CBA during a calendar year. These hours will be recorded and tracked by management.

C. Breaks

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

D. Performance Reviews

Performance reviews will be conducted by management at three-month intervals for new employees during the first year of employment and at 6-month intervals thereafter. A written review will be provided to, and be signed by, the employee under review. Reviews must be retained in each employee's personnel file and treated as a personnel record in accordance with Pleasant Hill Grower's Recordkeeping Policies. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

E. Leave Policies

Pleasant Hill Grower's leave policies will comply with all applicable state and federal laws. All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least 2 weeks in advance and approved by management.

Pleasant Hill Growers will work with each employee to determine, if necessary, who works on which holidays. PHG will adhere to Family Medical Leave Act regulations. Additional unpaid personal leave must be approved by management.

Pleasant Hill Growers anticipates that, if it is necessary for anyone to work on a specific holiday, it will pay its employees double-time for each of the following dates on which they work:

- New Year's Day;
- Martin Luther King, Jr. Day;
- Memorial Day

- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

VII. DISCIPLINARY POLICIES

A. Purpose

Pleasant Hill Growers' discipline policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below have been designed for consistency with organizational values, best practices, and employment laws. PHG reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. Each offense will be reviewed and remediated on a case-by-case basis. The level of disciplinary intervention may also vary. The procedure outlined below is intended to provide guidance to Management and not bind them in any given disciplinary scenario. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on PHG's organization.

B. Procedure

Step 1: First Written Warning Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem. Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Second Written Warning While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, PHG recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor/management will meet with the employee and review

any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. PHG management will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2

meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

Step 3: Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor/management may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from management.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Non-exempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. PHG will endeavor to provide discipline that is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, Pleasant Hill Growers will endeavor to exercise the progressive nature of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, PHG reserves the right to

combine and skip steps depending upon the circumstances and severity of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

Notwithstanding the foregoing, nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Pleasant Hill Growers and its employees.

C. Appeal Process

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution. If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present information.

D. Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to the Dunstable Police Department or other law enforcement authorities. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and are grounds for immediate termination. In addition, any employee determined to have diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor shall be immediately terminated.

E. Documentation

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

VIII. SEPARATION OF EMPLOYMENT

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or

assignment), reduction in workforce, or termination. When an employee separates from Pleasant Hill Growers, an exit interview will be scheduled, typically to take place on the employee's last workday.

A. Types of Separation

1. Resignation: Resignation is a voluntary act initiated by the employee to end employment with PHG. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire and will not receive accrued benefits. The resignation date must not fall on the day after a holiday.

2. Retirement: An employee who wishes to retire is required to notify management in writing at least one (1) month before planned retirement date. It will be the practice of PHG to give special recognition to valued employees at the time of their retirement.

3. Job Abandonment: An employee who fails to report to work or contact his or her supervisor for three (3) consecutively scheduled workdays will be considered to have abandoned the job without notice effective at the end of the employee's normal shift on the third day. At the expiration of the third workday, PHG will initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.

4. Termination: Employees of Pleasant Hill Growers will be employed on an at-will basis, and the company retains the right to terminate an employee at any time.

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

6. Release: Release is the end of temporary or seasonal employment.

In the event that PHG hires temporary or seasonal workers, they will be informed of their release according to the terms of the individual's temporary employment.

B. Exit Interview

The separating employee will be given an exit interview. The interview will be on the employee's last day of work or other day, as mutually agreed upon.

C. Return of Property

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

D. Termination of Benefits

An employee separating from Pleasant Hill Growers will be eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Any accrued vacation and/or accrued sick leave will be paid in the last paycheck.

E. Health Insurance

Pleasant Hill Growers will comply with all applicable State laws regarding health care coverage for its employees.

F. Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam and current registration with the Commission, when required.

Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits. An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

IX. COMPENSATION

Pleasant Hill Growers believes that it is in the best interests of both the organization and its employees to fairly compensate its workforce for the value of the work they provide. PHG intends to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by management.

A. Selection Criteria

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

grading structure.

5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

B. Responsibilities

PHG management will possess final approval authority over the compensation system.

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

C. Management Responsibility

1. Pleasant Hill Growers' management is charged with ensuring that the facility is staffed with highly-qualified, fully-competent employees and that all company programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary

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pay for all positions.

3. Pleasant Hill Growers' management will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

Recordkeeping Procedures

I. INTRODUCTION

Pleasant Hill Growers (PHG) has established policies regarding recordkeeping and record retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. PHG intends to maintain all records, to the extent feasible, in electronic form. If physical records are used, they will be stored in PHG's office at 681 Pleasant Street in a locked cabinet designated for record retention. All written and electronic records will be available for inspection by the Commission upon request in accordance with 935 CMR 500.300(1).

II. RECORDKEEPING PROCEDURES

All records will be maintained in accordance with Generally-Accepted Accounting Principles ("GAAP"). In order to ensure that PHG's recordkeeping practices remain compliant with the specific requirements of 935 CMR 500.030, management review of Corporate Records, Business Records, and Personnel Records for completeness, accuracy, and timeliness of such documents will occur as part of quarter-end closing procedures. Pleasant Hill Growers will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations and herein below. In addition, PHG will update its internal operating procedures on a regular basis, as needed and under the supervision of its management in order to ensure the safe and compliant keeping of records. PHG's internal operating procedures will provide for the safe and compliant keeping and maintenance of the following critical enterprise records:

A. Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals. These records include:

1. Insurance Coverage Records (including: Directors & Officers Policies, Product Liability Policies; General Liability Policies, Umbrella Policies, Workers Compensation Policies and Employer Professional Liability Policies);
2. Third-Party Contracts;
3. Commission Required Registrations (including: Annual Agent Registration(s) and Annual Marijuana Establishment Registration);
4. Local Compliance Documents (including: Certificate of Occupancy, Special Permits, Variances, Site Plan Approvals and As-Built Drawings); and
5. Corporate Governance Filings (including: Annual Reports and Secretary of State Filings).

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B. Business Records: as are required by 935 CMR 500.105(9)(e). Pleasant Hill Growers will keep these records in electronic form, if possible, so that PHG can efficiently

produce the records for inspection by the Commission. PHG's business records include: 1) statements of assets and liabilities; 2) monetary transactions; 3) books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; 4) the quantity, form, and cost of marijuana products sold to other licensed marijuana establishments; and 5) salary and wages paid to each employee, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with PHG, including members, if any.

C. Personnel Records: will include at least: 1) job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions; 2) a staffing plan that will demonstrate accessible business hours and safe cultivation conditions; 3) personnel policies and procedures; 4) all background check reports obtained in accordance with 935 CMR 500.030; and, finally, 5) a personnel file for each marijuana establishment employee. Pleasant Hill Growers will maintain such personnel files for at least twelve (12) months after termination of the employee's affiliation with PHG. PHG's personnel files will include for each agent, at a minimum, the following:

1. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
2. Documentation of verification of references;
3. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision of the employee;
4. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
5. Documentation of periodic performance evaluations;
6. A record of any disciplinary action taken; and
7. Notice of completed responsible vendor and eight-hour related duty training.

D. Agent Training Records: Pleasant Hill Growers will maintain documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s). PHG will maintain records of responsible vendor trainings of employees for at least four (4) years.

E. Written Operating Policies and Procedures: Pleasant Hill Growers' policies and procedures related to operations will be updated by its management on an ongoing basis as needed and undergo a review by the management on an annual basis. Written operating policies and procedures will include the following:

1. Security measures in compliance with 935 CMR 500.110;
2. Employee security policies, including personal safety and crime prevention techniques;
3. Pleasant Hill Growers' contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000;
4. Storage of marijuana in compliance with 935 CMR 500.105(11);
5. Description of the various strains of marijuana to be cultivated and processed;
6. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
7. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
8. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
9. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
10. Alcohol, smoke, and drug-free workplace policies;
11. A plan describing how confidential information will be maintained;
12. Policy for the immediate dismissal of any employee who has: 1) diverted marijuana (diversions will be reported the Dunstable Police Department and to the Commission); 2) engaged in unsafe practices with regard to cultivation or processing operations, which will be reported to the Commission; or 3) been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority;
13. A list of all of PHG's executives and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Pleasant Hill Growers' website;
14. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old;
15. Policies and procedures for energy efficiency and conservation that will include: 1) identification of potential energy use reduction opportunities (including

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but not limited to installation of a geothermal heating/cooling system, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities; 2) Installation of photovoltaic solar panels for electricity generation on the roof of the facility; 3) Reduced water usage through the combined efforts of a hybrid aeroponic/hydroponic watering system and collection and re-circulation of the water back into the system 4) strategies to

reduce electric demand (such as lighting schedules, LED (light-emitting diode) bulbs, active load management and energy storage); and 4) engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

F. Handling and Testing of Marijuana Records: Pleasant Hill Growers will maintain the results of all testing for a minimum of one (1) year.

G. Inventory Records: the record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the employees who conducted the inventory in accordance with 935 CMR 500.105(8)(d).

H. Seed-to-Sale Tracking Records: In accordance with 935 CMR 500.105(8) & (9), PHG will use METRC as its seed-to-sale tracking software in order to maintain real-time inventory records. METRC inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal. The tracking software will enable PHG to tag and track all marijuana seeds, clones, plants, and marijuana products in compliance with the seed-to-sale methodology in a form and manner approved by the Commission.

I. Waste Disposal Records: when marijuana or marijuana products are disposed of, Pleasant Hill Growers will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two employees present during the disposal or handling, with their signatures, in compliance with 935 CMR 500.105(12). PHG will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

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J. Incident Reporting Records: within ten (10) calendar days, Pleasant Hill Growers will provide written notice to the Commission of any incident described in 935 CMR 5 B4934106.1 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Dunstable Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Pleasant Hill Growers for no less than one (1) year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

K. Visitor Records: a visitor sign-in and sign-out record will be maintained at the security office/surveillance room. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized employee who escorted the visitor.

L. Security Records: Pleasant Hill Growers will maintain a current list of authorized employees and service personnel that have access to the surveillance room, which will be available to the Commission upon request. PHG will video record twenty-four (24) hours per day on all video cameras. They will be made available for immediate viewing by the Commission upon request. These recordings will be retained for at least ninety (90) calendar days.

M. Transportation Records: PHG will retain all transportation manifests (which, in each instance, will be created in accordance with 935 CMR 500.105(13)(f)) for a minimum of one (1) year and make them available to the Commission upon request.

N. Closure: In the event that cultivation and manufacturing facility closes, all records will be kept for at least two (2) years at Pleasant Hill Growers' expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, PHG will communicate with the Commission during the closure process and accommodate any additional requests that the commission or other Commonwealth agencies may have.

Maintaining of Financial Records

Pleasant Hill Growers' (PHG) operating policies and procedures and robust recordkeeping procedures (see companion Pleasant Hill Growers' Recordkeeping Procedures for greater detail) will ensure that its financial records are accurate and maintained in compliance with the Commission's regulations at 935 CMR 500 et. seq. PHG's financial records maintenance plan includes policies and procedures require the following:

A. Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.

B. All recordkeeping requirements under 935 CMR 500.105(9) are followed, including the keeping written business records available for inspection, and in accordance with Generally Accepted Accounting Principles ("GAAP"), which will include manual or, if possible, electronic records of: 1) statements assets and liabilities; 2) monetary transactions; 3) books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; 4) the quantity, form, and cost of marijuana products sold to other licensed marijuana establishments; and 5) salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.

C. Additional written business records will be kept, including, but not limited to, records of: 1) compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16); 2) fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and 3) fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

D. Pleasant Hill Growers will not utilize software or other methods to manipulate or alter sales data.

E. Pleasant Hill Growers will conduct a monthly analysis of equipment to confirm that no software has been installed that could be utilized to manipulate or alter sales data and PHG will maintain records that it has performed such monthly analyses.

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F. If PHG determines that software or other methods have been installed/utilized to manipulate or alter sales data, it will immediately disclose the information to the Commission, cooperate in any resulting investigation, and take such other action directed by the Commission.

G. Pleasant Hill Growers will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

H. Pleasant Hill Growers will employ separate accounting practices at the point-of-sale for marijuana and non-marijuana sales.

I. Pleasant Hill Growers shall maintain and provide to the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

Employee Qualifications and Training

I. INTRODUCTION

Pleasant Hill Growers LLC (PHG) shall ensure that all employees at its marijuana cultivation facility undergo and maintain comprehensive training prior to performing job functions, and at regular intervals during the course of employment. Training shall be tailored to the specific roles and responsibilities of the particular job functions of each marijuana establishment agent, and at a minimum shall include participation in a Responsible Vendor Program pursuant to 935 CMR 500.105(2)(b). PHG will require that all PHG employees receive and participate in, a minimum of, eight (8) hours of training annually.

II. COMPANY TRAINING PROGRAMS

Pleasant Hill Growers' Training Policies shall be as follows:

- A. All owners, managers and employees that are involved in the handling and wholesale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall attend and successfully complete a responsible vendor training;
- B. All new employees involved in the handling and wholesale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hiring;
- C. After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and wholesale of marijuana for adult use shall successfully complete the program once each year thereafter in order to maintain designation as a responsible vendor;
- D. Administrative employees who do not participate in the handling and wholesale of marijuana may voluntarily participate in the responsible vendor program; and
- E. PHG shall maintain records of responsible vendor training program compliance for four (4) years and make them available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

III. RESPONSIBLE VENDOR PROGRAM

Pleasant Hill Growers shall ensure that its responsible vendor training program's core curriculum includes the following minimum requirements and meets any other requirements of a Commission approved curriculum:

- A. Safety, Security and Rules and Regulations pertaining to Cultivation and Product Manufacturing, including sanitary procedures;
- B. Discussion concerning marijuana's effect on the human body, with specific focus on:
 - 1. Marijuana's physical effects based on type of marijuana product;
 - 2. Duration of physical effects; and
 - 3. Recognizing the signs of impairment.
- C. Diversion prevention and prevention of sales to minors;
- D. Compliance with all inventory tracking requirements;
- E. Acceptable forms of identification, with specific focus on:
 - 1. Verifying identification;
 - 2. Spotting false identification;
 - 3. Confiscating fraudulent identifications;
 - 4. Common mistakes made in verification.
- F. Other state laws and regulations affecting owners, managers, and employees, which shall include:
 - 1. Local and state licensing and enforcement;
 - 2. Incident and notification requirements;
 - 3. Administrative and criminal liability;
 - 4. License sanctions and court sanctions;
 - 5. Waste disposal;
 - 6. Health and safety standards;
 - 7. Patrons prohibited from bringing marijuana onto licensed premises;
 - 8. Permitted hours of sale;
 - 9. Conduct of establishment;

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10. Permitting inspections by state and local licensing and enforcement authorities;
11. Licensee responsibilities for activities occurring within licensed premises;
12. Maintenance of records;
13. Privacy issues; and
14. Prohibited purchases and practices.

G. Any other areas of training determined by the Commission to be included in a responsible vendor training program.

IV. ANTICIPATED PERSONNEL PLANS

At launch or shortly thereafter, Pleasant Hill Growers plans to hire personnel to fill the following non executive positions at its cultivation facility:

- A. Two or three Cultivators
- B. Two or three Cultivation Assistants

Diversity Plan

I. INTRODUCTION

Pleasant Hill Growers LLC ("PHG") is committed to developing and maintaining a robust policy of inclusivity and diversity at its cultivation facility and to hiring a workforce that is representative of that diversity. Driving this institutional commitment is the recognition that diversity in the workforce is a critical aspect of Pleasant Hill Growers' contribution to communities that have been disproportionately impacted by the criminalization of marijuana. PHG will foster a diverse culture and pledges to promote equity among minorities, women, veterans, people with disabilities, LGBTQ+ individuals, and those that identify as a non-normative sexual identity. In addition, PHG will make best efforts to employ and advance in employment qualified and diverse people at all levels within the company. PHG is especially aware of the strong and vibrant Latino/Hispanic and Asian communities in nearby Lowell. The 2010 U.S. Census Bureau reported that approximately 50% of the City of Lowell's residents identified as non-white.

Pleasant Hill Growers is a Woman-Owned Tier I Cultivation facility that anticipates hiring two (2) or three (3) full time Cultivators and two (2) to three (3) part time Assistant Cultivators.

II. DIVERSITY GOALS

Pleasant Hill Growers is committed to hiring a diverse and representative workforce and to be a generational wealth accelerator for those individuals who are employed by PHG. Through community partnerships and community engagement efforts, PHG will develop and maintain a diverse, aware, and inclusive working environment. PHG will achieve the following goals:

- PHG will recruit and hire a diverse group of employees that value and promote inclusiveness in the workforce. PHG will seek to have a workforce that is composed of at least 50% minorities, women, veterans, people with disabilities, LGBTQ+ individuals, and those that identify as a non-normative sexual identity.
- PHG will endeavor to supply products to processing facilities and retail establishments that are majority owned by minorities, women, veterans, people with disabilities, LGBTQ+ individuals, and those that identify as a non-normative sexual identity; with the goal of 50% of these companies fitting this criteria.
- PHG will seek to diversify who it gets its supplies and services from to include minorities, women, veterans, people with disabilities, LGBTQ+ individuals, and those that identify as a non-normative sexual identity. PHG will investigate the availability of Supplier Diversity Office (SDO)-certified vendors and will use as many SDO-certified vendors as it can practically contract with as part of PHG's

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cultivation operation. During PHG's first year of operation, it will commit to using at least 20% SDO-certified vendors.

- PHG will develop an Ongoing Diversity Training Program. All employees will be required to complete the training upon being hired and then each year thereafter.

PHG acknowledges that the progress and success of this Diversity Plan will be documented one year from provisional licensure and each year thereafter by the Cannabis Control Commission ("Commission").

III. DIVERSITY PROGRAMS

The following policies will ensure that PHG is able to hire, at its cultivation facility, a workforce composed of diverse individuals and extend that diversity up and down its supply chain:

- PHG is a woman owned company. PHG has selected two individuals, which it intends to hire. One of these potential employees is a minority who grew up in the Projects in Dorchester, Massachusetts. The second person that PHG intends to hire is a disabled individual. Other potential employees will be hired on their merit and also in consideration of PHG's commitment to hiring at least 50% minorities, women, veterans, people with disabilities, LGBTQ+ individuals, and those that identify as a non-normative sexual identity. Because of the projected size of PHG's workforce (i.e., maximum of 6 employees) it is not feasible to provide the Commission with a percentage breakdown of the different types of diverse individuals that PHG intends to hire. However, to reiterate, PHG will at all times employ a workforce that is at least 50% composed of diverse individuals. In order to ensure that the above described categories of prospective employees are aware of job openings at PHG, whenever PHG is seeking to fill an open position, it will advertise the opportunity in the Lowell Sun newspaper and will emphasize that PHG is specifically looking for minorities, women, veterans, people with disabilities, LGBTQ+ individuals, and those that identify as a non-normative sexual identity to fill the position. Although, because of the size of its operation (i.e., maximum of 6 employees), it is not possible to forecast how frequently job opportunities will be posted in the Lowell Sun, PHG expects that such postings might occur on a quarterly or more frequent basis.
- PHG will seek to wholesale sell its products to processing facilities and retail establishments that are majority owned by minorities, women, veterans, people with disabilities, LGBTQ+ individuals, and those that identify as a non-normative sexual identity. PHGs' owner has attended the Pre-Certification Workshop through the Commonwealth of Massachusetts' Operational Services Division.

PHG has signed the attached Letter of Intent ("LOI") with a minority/woman owned retail establishment in Springfield who is in the process of registering as a MBE/WBE. PHG will attempt to form other similar business relationships. PHG will achieve this goal through using resources such as the Commonwealth's Supplier Diversity Office Directory of Certified Businesses.¹ Using this resource, PHG will be able to identify MBE and WBE cannabis businesses to whom it can sell its products.

- PHG will also seek to source products and services from companies owned by minorities, women, veterans, people with disabilities, LGBTQ+ individuals, and those that identify as a non-normative sexual identity. PHG recognizes that sourcing products and services from those that have been underserved in the past will help to progressively transform its supply chain to better reflect the diversity of surrounding communities, such as the City of Lowell, that the company is committed to uplifting. While it is difficult for PHG to determine at this time the practicality and success of available Supplier Diversity Office-certified vendors, PHG will investigate the availability of such suppliers and engage the services of SDO-certified vendors whenever possible. During PHG's first year of operation, it will commit to using at least 20% SDO-certified vendors. To achieve this goal, PHG will use resources such as the Commonwealth's Supplier Diversity Office Directory of Certified Businesses, pre existing business relationships, and word of mouth to identify vendors in the area that fit the above-described criteria and that can provide the products and services needed to operate and maintain PHG's cultivation operation.
- PHG's Ongoing Diversity Training Program will demonstrate its commitment to diversity. PHG will provide all employees with equal opportunity for promotion by communicating opportunities, training programs, and clearly defined job descriptions. PHG will instill its commitment to diversity in new employees from day one of operations at its cultivation facility. PHG will develop a diversity training program for all new employees. This program will require that all employees undergo diversity awareness and anti-bias training in accordance with industry best practices. PHG's diversity and anti-bias training will emphasize the company's zero-tolerance commitment against harassment and discrimination in the workplace and the company's unwavering pledge to take corrective action should any issues, concerns, or complaints arise. All employees will be required to undergo diversity and anti-bias training at least annually. To ensure an inclusive and aware workforce, all employees will be encouraged to report all incidents of harassment and discrimination to management. Management will

¹ Available at: <https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx>

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take any necessary action to enforce the company's zero-tolerance commitment against harassment and discrimination in the workplace.

IV. DIVERSITY MEASUREMENT

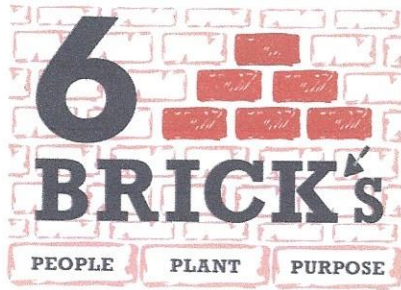
On an annual basis, PHG will compile a diversity audit ("Annual Diversity Audit") to analyze, track, and measure the success of its diversity program and achievement of its diversity goals. The Annual Diversity Audit will include the following information:

- An analysis of the effectiveness of PHG's diversity hiring/employee advancement. The report will audit the diversity of its employees to ensure that the company's commitment to a diverse and inclusive work environment is reflected in its hiring decisions and employee profile. PHG will determine whether the company's diversity policies have yielded a staff that reflects PHG's diversity hiring goals. PHG will commit to having a workforce that is composed of at least 50% minorities, women, veterans, people with disabilities, LGBTQ+ individuals, and those that identify as a non-normative sexual identity by the end of its first year of operation, and commits to achieving that goal in every year of operation
- As part of this annual audit, PHG will count the number of individuals hired who are minorities, women, veterans, people with disabilities, LGBTQ+ individuals, and those that identify as a non-normative sexual identity to ensure that 50% of all individuals hired fall within this goal.
- A report on the retail and processing establishments to which PHG supplies its products will be conducted to assess the diversity of these companies' ownership.
- A report on the demographics, numbers, amounts, and percentages of third party-suppliers, contractors, and partners that PHG does business with each year.
- A report on the number of employees that have attended PHG's annual diversity and anti-bias training and also any corrective actions required as a result of any incidents of harassment or discrimination in the workplace.

PHG shall maintain these Annual Diversity Audits at its Pleasant Street location and provide them to the Commission upon request.

V. DIVERSITY PLAN ACKNOWLEDGMENTS

Pleasant Hill Growers pledges to adhere to the requirements set forth in 935 CMR 500.105(4)(a) which provides the permitted advertising, branding, marketing and sponsorship practices for all Marijuana Establishments. PHG likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b). Finally, none of the actions taken or programs instituted PHG by will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.



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6bricksllc@gmail.com

May 1, 2020

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Re: Letter of Intent to Buy Cannabis

Sarah:

Please accept this document as a non-binding letter of intention for 6 Brick's LLC to purchase cannabis flower from Pleasant Hill Growers LLC.

Sales transactions and transport will not begin until both 6 Brick's and Pleasant Hill Growers LLC hold a license from the Cannabis Control Commission. Sales transactions and transport of cannabis flower from Pleasant Hill Growers LLC to 6 Brick's LLC will abide by all regulations and process required by the Commonwealth of Massachusetts and the Cannabis Control Commission.

Please contact us any time if we can provide further information. We look forward to doing business with you.

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

Payton Shubrick, Owner
6 Brick's LLC

A handwritten signature in blue ink, appearing to read 'Sarah Macneil', is written over a horizontal line.

Sarah Macneil, Owner
Pleasant Hill Growers LLC