



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283501
Original Issued Date: 01/20/2022
Issued Date: 01/20/2022
Expiration Date: 01/20/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Pudding Hill Farm LLC

Phone Number: 508-468-8630
Email Address: grow.puddinghillfarm@gmail.com

Business Address 1: 1 Julius Hall Road
Business City: Blandford Business State: MA Business Zip Code: 01008
Business Address 2:
Mailing Address 1: 1 Julius Hall Road
Mailing City: Blandford Mailing State: MA Mailing Zip Code: 01008
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50 Percentage Of Control: 50
Role: Owner / Partner Other Role:

First Name: Thomas Last Name: Fielding 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: Jewish

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50 Percentage Of Control: 50

Role: Owner / Partner Other Role:

First Name: Michael Last Name: OConnor 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

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1 Julius Hall Road

Establishment Address 2: Parcel A

Establishment City: Blandford Establishment Zip Code: 01008

Approximate square footage of the Establishment: 300 How many abutters does this property have?: 2

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

Cultivation Tier: Cultivation Environment:

FEE QUESTIONS

Cultivation Tier: Tier 01: up to 5,000 square feet Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA certification.pdf	pdf	60a3d151954bd3079c6930bc	05/18/2021
Community Outreach Meeting	outreach attestation .pdf	pdf	610edca68a09343989a1a90d	08/07/2021

Documentation				
Community Outreach Meeting Documentation	Attachment A notice.jpeg	jpeg	610edcc31cef2b37e5f49988	08/07/2021
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	610edcd972db7037f432b8b5	08/07/2021
Community Outreach Meeting Documentation	attachment C letter to abutter.pdf	pdf	610edcea85b72937d301401d	08/07/2021
Certification of Host Community Agreement	HCA +1.pdf	pdf	61152c2c72db7037f432d823	08/12/2021
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	6137728fe140910769756eff	09/07/2021
Certification of Host Community Agreement	Host Community Language Amendment.pdf	pdf	615b3f77af787c692aac806d	10/04/2021
Community Outreach Meeting Documentation	Pudding Hill Community Mtg Acknowledgement from Town.pdf	pdf	615b6165c73bae68fe11342b	10/04/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT.pdf	pdf	616f09a9c73bae68fe118996	10/19/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Thomas

Last Name: Fielding Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner

Other Role:

First Name: Michael

Last Name: OConnor 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	Certificate of Good Standing_Pudding Hill Farm June 2021.pdf	pdf	60e89da28d6c3f02b7d1b7ce	07/09/2021
Department of Revenue - Certificate of Good standing	Certificate of good standing.pdf	pdf	60e89df57a4b3b034a68094a	07/09/2021
Articles of Organization	Certificate of Organization.pdf	pdf	60e8a664fb983a0274aad274	07/09/2021
Bylaws	LLC operating agreement.pdf	pdf	60e8a6b684f3fe0296c41ace	07/09/2021
Department of Revenue - Certificate of Good standing	CGS UI.pdf	pdf	6112e2871cef2b37e5f4ac33	08/10/2021

No documents uploaded

Massachusetts Business Identification Number: 001461097

Doing-Business-As Name: Pudding Hill Farm

DBA Registration City: Blandford

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	PHF BP.pdf	pdf	60a3f408b15b200795554776	05/18/2021
Proposed Timeline	Proposed Timeline From Provisional.pdf	pdf	613773d038fd57079451979c	09/07/2021
Plan for Liability Insurance	Plan to Obtain Insurance.pdf	pdf	613773fad905310789ae36bb	09/07/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	Cultivation SOP Template.pdf	pdf	60e8a1a8da52e3026d461a6c	07/09/2021
Inventory procedures	PHF Inventory Procedures.pdf	pdf	60e8a38723f3f9033f375f37	07/09/2021
Quality control and testing	PHF Quality Control and Testing Procedures.pdf	pdf	60e8a3ad0bb484027d8be22d	07/09/2021
Record Keeping procedures	PHF Record-keeping Procedures.pdf	pdf	60e8a400fb983a0274aad24d	07/09/2021
Qualifications and training	Qualifications and Training SOP Template.pdf	pdf	60e8a466da52e3026d461abd	07/09/2021
Energy Compliance Plan	Energy and Efficiency Plan Template.pdf	pdf	60e8a488da52e3026d461ac1	07/09/2021
Storage of marijuana	Storage (1).pdf	pdf	61377489e014b807395c6b7b	09/07/2021
Transportation of marijuana	Transportation Plan (1).pdf	pdf	613774bfe140910769756f14	09/07/2021
Restricting Access to age 21 and older	Restricting Access To Age 21 and Older (1).pdf	pdf	613774f0a82c5807742a87fc	09/07/2021
Personnel policies including background checks	Personnel Policies (1).pdf	pdf	613775e2b9f60d076b8d5beb	09/07/2021
Maintaining of financial records	Maintaining of Financial Records	pdf	6137766fa82c5807742a8804	09/07/2021

(1).pdf				
Security plan	Security Plan.pdf	pdf	615b3fdad7af776846091fc9	10/04/2021
Prevention of diversion	Prevention of Diversion.pdf	pdf	615b3ffc3d1a3f6867ed14dd	10/04/2021
Diversity plan	Diversity Plan UPDATED.pdf	pdf	617d7d1ed5b18b31d5992b55	10/30/2021

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

Pudding Hill Farm LLC

2. Name of applicant's authorized representative:

Thomas W Fielding

3. Signature of applicant's authorized representative:

Thw Fielding


4. Name of municipality:

Town of Blandford

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

Cara Letendre Blandford Selectboard Chair

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



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

Administrator@townofblandford.com

8. Host community agreement execution date:

March 1, 2020

Name of applicant:

pudding Hill Farm LLC

Name of applicant's authorized representative:

Thomas W. Fielding

Signature of applicant's authorized representative:

Thos W. Fielding

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): **MARCH 26, 2021**
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

- a. Date of publication: MARCH 11, 2021
- b. Name of publication: COUNTRY JOURNAL

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

- a. Date notice filed: MARCH 7, 2021

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

- a. Date notice(s) mailed: MARCH 9, 2021

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

Name of applicant:

Pudding Hill Farm LLC

Name of applicant's authorized representative:

Thomas W Fielding

Signature of applicant's authorized representative:

Thomas W Fielding



PUBLIC NOTICES

Community Outreach Meeting
Canna Testing LLC
 Notice is hereby given that Canna Testing LLC will host a Community Outreach Meeting to discuss the proposed siting of the Marijuana Independent Testing Lab at 241 Route 20, Chester, MA 01011 in accordance with Massachusetts Cannabis Control Commission's regulation 935 CMR 500.00. The meeting will be held **Thursday, MARCH 18, 2021 at 6:00PM.**

The meeting will be held on Zoom conference due to Covid Regulations.

Link:
<https://us02web.zoom.us/j/83862159385?pwd=VZNoe0hUlnZlMwZG1icGw3VDYhVWJQQT09>
 Password: Testing
 03/04, 03/11/2021

Community Outreach Meeting for Pudding Hill Farm LLC, cannabis cultivation microbusiness.

DATE: March 26, 2021

TIME: 5:30 pm

PLACE: via ZOOM

DETAILS: Zoom Meeting ID: 849 600 0160

Zoom password: AgriMKO

SUBJECT: cannabis cultivation microbusiness start-up, 250sf indoor barn operation

LOCATION: Horse of pudding hill farm, 1 Julius Hall Road, Standford, MA

03/11/2021

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

Premises: 72 Bliss Street

Florence (Northampton), MA 01062

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Jeremy Hewat and Debra Wolohan

to Mortgage Electronic Registration Systems, Inc., as Mortgagee, as nominee for Eastern Bank, and now held by Massachusetts Housing Finance Agency, said mortgage dated March 30, 2006 and recorded in the Hampshire County Registry of Deeds in Book 9683, Page 244, said mortgage was assigned from Mortgage Electronic Registration Systems, Inc., as nominee for Eastern Bank to Massachusetts Housing Finance Agency by assignment dated August 30, 2019 and recorded with said Registry of Deeds in Book 13095, Page 62; for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on April 15, 2021 at 11:00 AM Local Time upon the premises, of and singular the premises described in said mortgage, to wit:

A tract of land, with the buildings thereon, located on the Easterly side of Bliss Street in the Village of Florence, in said Northampton, more particularly bounded and described as follows:

Beginning at the Northwestern corner of the granted premises at a stone bound on the Easterly side of Bliss Street; thence running

EASTERLY along land now or formerly of one Connors a distance of two hundred fifteen (215) feet, more or less, to an iron pin, which iron pin marks the Northeastly corner of said land of Connors, the Southwesterly corner of land now or formerly of one Westorf, and the

Northwesterly corner of land now or formerly of Robert Darrin, formerly of one Janaskiewicz; thence proceeding

SOUTHERLY along land of said Darrin a distance of eighty-four (84) feet, more or less, to an iron pin; thence proceeding

WESTERLY along land now owned by Wade a distance of two hundred fifteen (215) feet, more or less, to an iron pin on the Easterly side of Bliss Street; thence proceeding

NORTHERLY along the Easterly side of Bliss Street a distance of eighty-one (81) feet, more or less, to the stone bound at the place of beginning.

BEING THE SAME PREMISES conveyed in a deed from Ricki Ellen Kantrowitz and Allen Steven and Debra Wolohan, dated March 17, 2006, recorded with the Hampshire County Registry of Deeds in Book 30,206, at Book 3603, page 242.

The description of the property contained in this mortgage shall control in the event of a typographical error in this publication.

For Mortgagee's Title see deed dated March 17, 2006 and recorded in the Hampshire County Registry of Deeds in Book 30,206, at Book 3603, page 242.

TERMS OF SALE: Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described.

FIVE THOUSAND (\$5,000.00) Dollars of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale.

Other terms to be announced at the sale.

Brock & Scott, PLLC
 1080 Main Street, Suite 200
 Pawtucket, RI 02890
 Attorney for Massachusetts Housing Finance Agency
 Present Holder of the Mortgage
 401-217-8701
 03/11, 03/18, 03/25/2021

IMPORTANT NOTICE
 You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 18:00 a.m. on the return day of 04/22/2021.

This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)

A Personal Representative appointed under the MUPC is an unsupervised administrator. It is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Barbara M. Hyland, First Justice of this Court.

Date: March 05, 2021
 Rosemary A. Saccomanni
 Register of Probate
 03/11/2021.

Commonwealth of Massachusetts
 The Trial Court
 Hampden Probate and Family Court
 50 State Street
 Springfield, MA 01103
 (413) 748-7755
 Docket No. HD21 P9401 EA
 Estate of
 Lillian M. Howe
 Date of Death: 02/23/2020
 CITATION ON PETITION FOR FORMAL ADJUDICATION

To all interested persons:
 A Petition for Formal Probate of Will with Appointment of Personal Representative has been filed by Roger R. Howe of Westfield, MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that: Roger R. Howe of Westfield, MA be appointed as Personal Representative(s) of said estate to serve without Surety on the bond in unsupervised administration.

Hamden Division
 59 State Street
 Springfield, MA 01103
 (413) 748-7755
 Docket No. HD20P1583EA
 Estate of:
 Richard S. Stomski Jr.
 Also Known As:
 Richard S. Stomski
 Date of Death:
 07/19/2020

INFORMAL PROBATE PUBLICATION NOTICE
 To all persons interested in the above captioned estate, by Petition of Petitioner Stuart M. Caputo of Worthington, MA a will has been admitted to informal probate.

Stuart M. Caputo of Worthington, MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

03/11/2021

Commonwealth of Massachusetts
 The Trial Court
 Probate and Family Court

Attachment B



Pudding Hill Farm - Community Outreach Meeting

Tom Fielding <grow.puddinghillfarm@gmail.com>
To: Turley Public Notices <notices@turley.com>
Cc: Blandford TA <administrator@townofblandford.com>

Sun, Mar 7, 2021 at 12:18 PM

Good Morning Jamie,
I hope you had a nice weekend.
Could we please post the following notice in this week's Country Journal?

Community Outreach Meeting for Pudding Hill Farm LLC, cannabis cultivation microbusiness.

DATE: March 26th, 2021

TIME: 5:30 pm

PLACE: via ZOOM

DETAILS: Zoom Meeting ID 849 808 0186 Zoom passcode AqmMK8

SUBJECT: cannabis cultivation microbusiness start-up, 250sf indoor barn operation

LOCATION: Home of pudding hill farm, 1 Julius Hall Road, Blandford, MA

Please contact me for payment options on my cell phone: 508-468-8630

Thank you very much,

Tom Fielding
Pudding Hill Farm

Turley Public Notices <notices@turley.com>
To: Tom Fielding <grow.puddinghillfarm@gmail.com>

Mon, Mar 8, 2021 at 9:26 AM

Good Morning Tom,
Thank you for your payment. Attached is a copy of the legal notice for Community Outreach to run in the Country Journal 3.11.

Jamie Joslyn

notices@turley.com

On Mar 7, 2021, at 12:18 PM, Tom Fielding <grow.puddinghillfarm@gmail.com> wrote:

Good Morning Jamie,
I hope you had a nice weekend.
Could we please post the following notice in this week's Country Journal?

Community Outreach Meeting for Pudding Hill Farm LLC, cannabis cultivation microbusiness.

March 9th, 2021

Pudding Hill Farm, LLC
1 Julius Hall Road
Blandford, MA 02657

Dear ,

This letter serves as a notice to our abutters as to our plan to form a micro business of cannabis cultivation in a section of our barn of approximately 250sf.

We will be hosting a community outreach meeting via ZOOM to discuss any questions or concerns you may have regarding this matter including but not limited to plans to securely maintain the property and prevent diversion to minors and the location will not constitute a nuisance as defined by law. Please find the details of this meeting below.

DATE: MARCH 26, 2021

TIME: 5:30PM

PLACE: ZOOM MEETING ID 849 808 0166 PASSCODE AqmMK8

LOCATION: 1 Julius Hall Road, Blandford, MA

Thank you,

Tom Fielding, Pudding Hill Farm LLC

Scott O'Connor, Pudding Hill Farm LLC

Contract Amendment 1:
Host Community Agreement
between
Town of Blandford, Massachusetts
and
PUDDING HILL FARM, LLC

BY MUTUAL AGREEMENT, as evidenced by the attached signatures, our Agreement dated as of the 1st day of March 2021, and hereby amended, effective August 9, 2021, to reflect the following changes in **TERM OF AGREEMENT**:

WHEREAS, the Company intends utilize the property located at 1 Julius Hall Road, Blandford, MA 01008, (the "Premises") for the purposes of operating as a Marijuana Cultivator in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G. L. c. 94G, 105 CMR 750.00 and/or 935 CMR 500.00 and such local approvals and permits as may be issued by the Town in accordance with its Zoning By-Laws and other applicable local regulations and covenants in Town

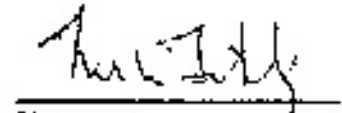
All other terms of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**TOWN OF BLANDFORD
SELECT BOARD**



PUDDING HILL FARM, LLC


Signature

Thomas Fielding, Member

Host Community Agreement
between
Town of Blandford, Massachusetts
and
PUDDING HILL FARM, LLC

This Host Community Agreement ("HCA") is entered into this 15th day of March, 2021, by and between the Town of Blandford, a Massachusetts municipal corporation with an address of One Russell Stage Road, Blandford, MA 01008, acting by and through its Board of Selectmen (the "Town"), and Pudding Hill Farm, LLC with a principal office address of 1 Julius Hall Road, Blandford, Massachusetts (the "Company"). The Town and Company collectively are referred to as the "Parties".

WHEREAS, the Company intends utilize the property located at 1 Julius Hall Road, Blandford, MA 01008, (the "Premises") for the purposes of operating as a Marijuana Micro-Business in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G. L. c. 94G, 105 CMR 750.00 and/or 935 CMR 500.00 and such local approvals and permits as may be issued by the Town in accordance with its Zoning By-Laws and other applicable local regulations and covenants in Town; and

WHEREAS, the Company intends to submit applications to the Cannabis Control Commission (the "Commission") for such adult marijuana licenses; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Commission or such other state licensing or monitoring authority, as the case may be, to operate as a Marijuana Micro-Business at the Premises and receives all required local permits and approvals from the Town; and

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, § 3(d), applicable to the Company's operation as a Marijuana Cultivator and Marijuana Product Manufacturer at the Premises, such activities to be undertaken in accordance with the applicable state and local laws and regulations in the Town.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Community Impact Fees

Company shall make annual Community impact fees, which are due on June 1 of each year, pursuant to G. L. c. 94G, §3 to the Town in the following amounts:

One percent (1%) of the wholesale value of marketable product produced by the cultivation and/or manufacturing operations at the Establishment which are not sold directly to consumers on-site, but are distributed to other off-site marijuana establishments. Wholesale Value shall be determined by arms-length wholesale sales made by the Establishment during the year and shall include all marijuana and marijuana infused products.

Community impact fees shall be paid by Company annually each year on the 1st of June. Said Community impact fees shall be tendered for the purpose of addressing the cost of such direct and secondary impacts of the Company's operation within the Town, provided, however, that the Town may use Community Impact Fees to address appropriate Town needs at the sole discretion of the Town's Board of Selectmen. The Parties agree that the amount of the Community Impact Fees set forth herein is reasonably related to the real tangible and intangible mitigation costs imposed upon the Town due to the Company's activities within the Town.

Community Impact Fees shall be paid to the Town yearly as specified above and commence upon receipt of the certificate of occupancy issued for the Premises, and shall continue for a period of three (3) years. At the conclusion of each of the respective three year terms, the parties shall negotiate in good faith a new Community Impact Fee to be incorporated into an Amendment to this Agreement; provided, however, that if the parties are unable to reach an Agreement on a successor Community Impact Fee, the Community Impact Fee specified in Section 1 of this Agreement shall remain in effect and shall not be reduced below the amount set forth above until such time as the Parties negotiate a successor Community Impact Fee and execute an amendment to this Agreement.

Revenues are expected to be reported to the Commission and the Department of Revenue. Company shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this HCA in accordance with standard accounting practices and any applicable regulations or guidelines of the Commission. All records shall be kept for a period of at least seven (7) years. Review of Company's books, financial records, or other documents may be made upon not less than thirty (30) days prior written notice from the Town and shall occur only during normal business hours at such place where said books, financial records and accounts are maintained. The Town's examination, copying or audit of such records shall be conducted in such manner as not to interfere with Company's normal business activities.

The Company shall submit annual financial statements to the Town within 30 days after the payment of its Annual Community Impact Fee with a certification of its annual sales.

Company acknowledges that time is of the essence with respect to their timely payment of the Community impact fees required under this Section of this Agreement. In the event that any such payments are not fully made within ten (10) days of the date they are due, Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

3. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations in the Town, said charities/non-profit organizations to be determined by Company in its reasonable discretion. The Annual Charitable Non/Profit Contribution shall be made annually beginning on the first anniversary following the commencement of the operations, and shall continue for the term of this Agreement.

4. Additional Costs, Payments, and Reimbursements

The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit fee and other permit application fees, and all other local charges and fees generally applicable to other commercial developments in the Town.

The Company shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the facility, negotiation of this and any other related agreements, and any review concerning the facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the facility.

The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the facility and/or reviewing the facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.

5. Local Vendors and Employment Preferences

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Premises when such contractors and suppliers are properly qualified and price competitive. Company shall use good faith efforts and give hiring preferences to residents of the Town who otherwise meet the qualifications for employment at the Premises.

6. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by Company or by its landlord and neither Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a nonprofit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L.c.59, §38, or (iii) if Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then Company shall pay to the Town an amount, which when added to the taxes if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by Company under Section 2 of this Agreement.

7. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the Commission, or such other state licensing or monitoring authority, as the case may be, Company shall coordinate with the Town's Police Department in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. Company will maintain a cooperative relationship with the Town's Police Department, including but not limited to, periodic meetings to review operational concerns, communication to the

Town's Police Department of any suspicious activities on the Premises, and development of anti-diversion procedures, as required.

8. Community Impact Concerns

Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Premises, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Premises; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

9. Additional Obligations

Company shall comply with all state and local laws, rules, regulations and orders applicable to the Premises and work provided pursuant to this HCA, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of renovation or construction of the Premises and as required for the performance of such work.

This agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Company to operate in the Town, or to refrain from enforcement action against the Company and/or its facility for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations.

10. Support

The Town agrees to submit to the Commission, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the facility, in any particular way other than by the Town's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

11. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates as a Marijuana Micro-Business at

the Premises in the Town with the exception of the Community Impact Fee, which shall be limited to the terms set forth above in §2 of this Agreement.

In the event the Company has not secured a final license from the Commission and all necessary local permits from the Town and commenced operations at the Premises within two years from the date this Agreement takes effect, this Agreement shall expire and the Company shall be required to negotiate a new Host Community Agreement in order to operate as a Marijuana Micro-Business at the Premises within the Town. The Select Board, in its discretion, may agree to an extension of the two year expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

12. Successors/Assigns

This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor Company shall assign or transfer any interest in the HCA without the written consent of the other.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) Company's takeover or merger by or with any other entity; (iii) Company's outright sale of assets and equity, majority stock sale to another organization or entity for which Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

13. Notices

Any and all notices, or other communications required or permitted under this HCA, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the Parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

14. Severability

If any term or condition of this HCA or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this HCA shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced. Further, the Company and Town agree not to challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company or Town in a court of competent jurisdiction, the challenging party shall pay for all reasonable fees and costs incurred by the the other party should the challenging party not prevail.

15. Governing Law

This HCA shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

16. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

17. Amendments

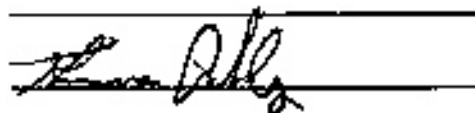
Amendments to the terms of this Agreement may be made only by written agreement of the Parties.

18. Indemnification

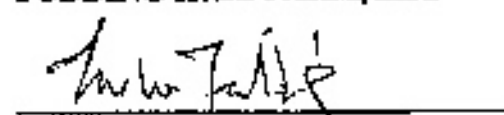
The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, its agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Premises. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**TOWN OF BLANDFORD
SELECT BOARD**



PUDDING HILL FARM, LLC


Signature

Thomas Fielding
Thomas Fielding, Member



PUDDING HILL FARM, LLC

Plan to Remain Compliant with Local Zoning

The Company has met with the Fire Chief, the Police Chief, and Town Officials in Blandford, MA. The property is in a zoning district that allows such use by local permitting. The Town has issued a Community Host Agreement and has attested to the community outreach meeting that was held. We will continue to work with local officials, the respective boards of health, Select Board, Fire, Police, building and planning departments and inspectors, to ensure that our Marijuana Establishment facility and engagement with the Town continues to comply with all local, codes, ordinances, and bylaws.

The Zoning Bylaws can be found at: <https://townofblandford.com/wp-content/uploads/2021/04/Blandford-Zoning-Bylaws-Approved-March-22-2021.pdf>

Host Community Information (Certification of a Host Community Agreement)

Please note the document named HCA +1 is a Contract Amendment 1, which amended the language in the Host Community Agreement to specifically re-write "for the purposes of operating as a Marijuana Cultivator" (and removed "Microbusiness") to ensure the correct type is listed.



TOWN OF BLANDFORD
Executive Office of the Select Board
1 Russell Stage Road
Blandford, MA 01008
413.848.4279 x206

www.townofblandford.com

Select Board Members

Cara Letendre, Chair
Thomas Ackley
Theodore Cousineau

Town Administrator

Joshua A. Garcia

October 4, 2021

Thomas Fielding
Pudding Hill Farm, LLC
1 Julius Hall Road
Blandford, MA 01008

Hello Thomas,

This communication is to acknowledge receipt of your notice brought to the Town's attention on March 9, 2021 of a community outreach meeting that took place on March 26, 2021 to discuss your marijuana cultivation project and answer questions.

We look forward to see your project succeed in Town. Best of luck!

Sincerely,

Joshua A. Garcia
Town Administrator
413-848-4279 x502
administrator@townofblandford.com

PUDDING HILL FARM, LLC

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

OVERVIEW

To promote and encourage full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities, we have developed a plan, inclusive of specific goals, programs, and measurements, to invest in people who have been disproportionately impacted by cannabis prohibition.

Specifically, we will focus our efforts to benefit Massachusetts individuals disproportionately harmed by marijuana prohibition:

- Certified Economic Empowerment Priority recipients
- Commission-designated Social Equity Program participants.
- Massachusetts residents who have past drug convictions.
- Massachusetts residents with parents or spouses who have drug convictions.

GOALS

1. Reducing barriers to entry in the adult-use cannabis industry for disproportionately harmed individuals by providing mentoring, professional, and technical services for 1 disproportionately harmed individual each year.

As an applicant applying for any Marijuana Establishment license, and to provide community benefits and positively impact workers disproportionately harmed by marijuana prohibition, we will work to reduce barriers to entry to the adult-use cannabis industry by providing disproportionately harmed individuals with training and mentorship programs.

PROGRAMS

Our TRAINING AND MENTORSHIP PROGRAM will take on 4 mentees annually (1 per quarter) to help participants (1) fine-tune talents and products, (2) learn about the industry, and (3) maintain enthusiasm regardless of the obstacles. Specifically, as we are a very small business with only two employees, we will provide this program annually to 4 individuals (who have been disproportionately harmed by the war on drugs) with comprehensive education and training addressing all aspects of the cannabis industry including, but not limited to, license application, hiring, growing, business administration, sales, and marketing, labeling and packaging, transportation, storage, and financial reporting - at no cost to the participant.

To identify qualified individuals for our program, we will post advertisements in local newspapers seeking Massachusetts residents who have past drug convictions, or whose family members have past drug convictions - for our cannabis mentorship program, with the possibility of part-time or full-time employment following the program's completion.

MEASUREMENTS

To properly measure our progress and success towards our goals, our efforts to implement, monitor and measure this plan we will meet twice annually to oversee our efforts toward achieving the plan's goals.

Specific measurements will include:

- Total number of mentorship programs provided.
- Total individuals trained (100% must be Massachusetts residents who have past drug convictions, or whose family members have past drug convictions).
- Total trained individuals who we ultimately hire.

ACKNOWLEDGEMENT

The Company affirmatively states the following:

1. The progress or success of our plan must and will be documented upon renewal (one year from provisional licensure, and each year thereafter).
2. The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and
3. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



William Francis Galvin
Secretary of the
Commonwealth

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

June 1, 2021

TO WHOM IT MAY CONCERN:

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

PUDDING HILL FARM, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **September 24, 2020.**

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

I also certify that the names of all managers listed in the most recent filing are: **NONE**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



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: L1555480384
Notice Date: June 8, 2021
Case ID: 0-001-203-074



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



PUDDING HILL FARM LLC
1 HALL RD
BLANDFORD MA 01008-9533

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

**The Commonwealth of Massachusetts**
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 0014610971. The exact name of the limited liability company is: PUDDING HILL FARM, LLC**2a. Location of its principal office:**

No. and Street: 1 JULIUS HALL ROAD
City or Town: BLANDFORD State: MA Zip: 01008 Country: USA

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

No. and Street: 1 JULIUS HALL ROAD
City or Town: BLANDFORD State: MA Zip: 01008 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:

THE BUSINESS ENTITY IS ORGANIZED FOR THE PURPOSE OF APPLYING TO THE CANNABIS CONTROL COMMISSION TO BE A MARIJUANA MICRO-BUSINESS AS WELL AS ANY OTHER ACTIVITY IN WHICH A LIMITED LIABILITY COMPANY, ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, MAY LAWFULLY ENGAGE.

4. The latest date of dissolution, if specified:**5. Name and address of the Resident Agent:**

Name: THOMAS W. FIELDING
No. and Street: 1 JULIUS HALL ROAD
City or Town: BLANDFORD State: MA Zip: 01008 Country: USA

I, THOMAS W. FIELDING 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

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

NICHOLAS OBOLENSKY

128 DORRANCE ST., 6TH FL.
PROVIDENCE, RI 02903 USA

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

9. Additional matters:

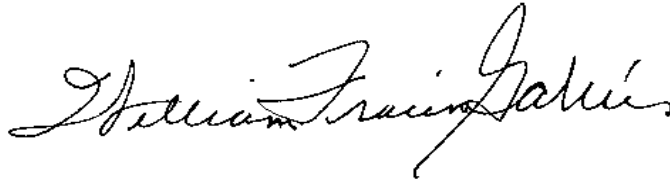
SIGNED UNDER THE PENALTIES OF PERJURY, this 24 Day of September, 2020,
NICHOLAS OBOLENSKY

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

THE COMMONWEALTH OF MASSACHUSETTS

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

September 24, 2020 11:10 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**LLC Operating Agreement
of
Pudding Hill Farm, LLC**

1 Julius Hall Road, Blandford, MA 01008

EIN: 85-3165422

**Members:
M. Scott O'Connor
Thomas W. Fielding**

LIMITED LIABILITY COMPANY AGREEMENT

This Agreement, dated and effective as of September 24th, 2020 among the following parties (collectively, the "Members"): M. Scott O'Connor and Thomas W. Fielding.

TERMS AND CONDITIONS

Section 1. Effective date; formation of the LLC; addition of the LLC as party to Agreement

- 1.1 The Members have formed a limited liability company named **Padding Hill Farm, LLC** (the "LLC"), pursuant to Massachusetts General Laws Chapter 156(C), § 12 *et al.* (the "Act");
- 1.2 The term of the LLC shall commence on the date of the filing of the Certificate of Formation in the Massachusetts Secretary of State's Office and shall continue perpetually unless sooner terminated by this Agreement;
- 1.3 This Agreement sets forth the understanding among the Members concerning, among other things, the respective rights and duties of the Members among themselves and with regard to the LLC and its assets and liabilities;
- 1.4 The principal office and place of business of the LLC shall be 1 Julius Hall Road, Blandford, MA 01008.

Section 2. Purposes and powers, etc.

The business and affairs of the LLC shall be conducted solely under the name set forth in the Certificate of Organization, and its purposes, powers, registered agent, registered office, duration and form of management shall be solely as set forth therein.

Purpose: The general character of the business of the LLC is to operate a wholesale plant nursery and engage in attendant product sales; to own, lease and manage real estate; and the LLC is further authorized to do all things necessary, convenient, or related thereto and to conduct any lawful business and engage in any act which may be conducted or engaged in by a Limited Liability Company organized under the laws of the Commonwealth of Massachusetts.

Powers shall include, without limitation:

- a. To purchase, acquire, sell, lease, assign, mortgage, deal with, or otherwise dispose of, in any form or manner, any and all properties and property interests and all or any part of any property, and to execute on behalf of the LLC all instruments, including (without limitation) deeds, mortgages, notes, leases and

other documents affecting the ownership and/or disposition of any such properties;

- b. To sign checks, drafts, notes, bills or exchange, acceptances, undertakings and other instruments or orders for the payment, transfer or withdrawal of money for whatever purpose and to whomsoever payable (including those drawn to the individual order of a signer), and all waivers of demand, protest, notice of protest and dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed in the name of the LLC;
- c. As Lessor or Lessee, to execute and deliver leases and subleases;
- d. To borrow money and to execute and deliver notes or other evidence of such borrowing;
- e. To grant or acquire rights or easements and enter into any agreements or arrangements with respect to the LLC property.

Section 3. Fiscal Year

The fiscal year of the LLC shall end on December 31st.

Section 4. Applicability of the Act

Except as otherwise expressly provided in this Agreement and in the Certificate of Organization, all provisions of the Act as now in effect and as amended from time to time shall apply in the Agreement as if fully incorporated herein.

Section 5. Capital contributions

Promptly after the formation of the LLC, the Members shall contribute to it the amounts of cash set forth in the attached Exhibit A. The LLC shall accept no additional capital contribution from any Member except with the consent of all other Members.

Section 6. Allocations and distributions of profits and assets

- 6.1 Allocations. The profits of the LLC shall be allocated equally between the Members.
- 6.2 Distributions. All distributions of LLC profits shall be made in proportion to their membership percentage to the Members. Assets shall be apportioned among the Members in proportion to their percentage of interest.

Section 7. Books and records; Member accounts

Promptly after formation, the LLC shall:

- a. Establish and maintain books and records for the LLC in compliance with applicable accounting standards and Treasury Regulations;
- b. Establish a member account ("Member Account") in the LLC's books for each Member in accordance with the rules set forth in applicable United States Treasury Regulations, including, without limitation, Treasury Regulation section 1.704-1(b)(2)(iv); and
- c. Maintain each such account on a continuing basis in accordance with applicable Treasury Regulations.
- d. Provide reports at least annually to Members at such time and in such manner as may be determined reasonable.

Section 8. Dissolution of LLC upon death, etc., of Member

Upon the dissolution, bankruptcy, withdrawal, resignation or expulsion of any Member, the remaining Members shall vote whether to continue the LLC, and unless they vote unanimously to continue it, the LLC shall dissolve. All disputes and disagreements related to dissolution of the LLC whether referenced in this section or Section 15 herein shall be resolved by way of arbitration as more particularly set forth in Section 13 herein.

Section 9. Management of LLC.

- 9.1 Participation in LLC management. All Members shall be entitled to vote on any matter requiring action by the LLC. Except as otherwise provided in this Agreement, any action with respect to the conduct of the business of the LLC may be taken on the consent or affirmative vote on the approval or consent, either in writing or at a meeting of the members or by a majority of the Members.
- 9.2 Voting rights; allocation of votes. On each LLC matter where the Members are required to vote, each member shall have a number of votes equivalent to his percentage interest shown on Exhibit A. In significant matters relating to the business and affairs of the LLC, the LLC shall record the vote of each Member, and shall maintain permanent records of these votes accessible to all Members.
- 9.3 Meetings of the LLC. Meetings of the LLC shall be held on five (5) days' notice or on such shorter notice as may be mutually agreeable to the Members,

on the call of Member(s) having fifty percent (50%) or more interest in the LLC. Notice of the time and place of each meeting shall be given in writing to each Member and shall describe the purpose or purposes of the meeting. Members holding a majority of the total interests of the LLC shall constitute a quorum. Except as otherwise provided in this Agreement, the vote of a majority of the interests in the LLC that are present at any meeting is required to approve any action taken at a meeting of the Members. At all meetings, a Member may vote in person or by proxy executed in writing by the Member or the Member's duly authorized attorney-in-fact.

9.4 Action by Consent. Any action required or permitted by this Agreement to be taken at a meeting of Members may be taken without a meeting, without prior notice, and without a vote by that number of Members having not less than the minimum interests in the LLC that would be necessary to take such action at a meeting at which all Members entitled to vote thereon were present and voted. The action must be evidenced by one or more written consents, describing the action taken, signed by the number of Members necessary to take such action, indicating the date of the signature of each Member, and delivered by hand, or by certified or registered mail, return receipt requested, to the LLC for inclusion in the minutes or filing with the LLC's records. No written consent shall be effective to take the action referred to in the consent unless it is delivered in the manner required to the LLC. The LLC must give the Members who did not consent in writing prompt written notice of the action.

9.5 Authority of Members to bind the LLC. No Member who is not authorized shall take any action to bind the LLC. Each Member shall indemnify the LLC for any costs or damages incurred by the LLC as a result of the unauthorized action of such Member.

9.6 Indemnification. If a Member is made a party to a proceeding because the Member acted on behalf of the LLC, the LLC shall indemnify the Member against liability for a judgment, settlement, penalty, fine, or reasonable expense incurred by the Member with respect to the proceeding if, in the matters in question in the proceeding:

- a. The Member conducted himself or herself in good faith; and
- b. The Member reasonably believed that his or her conduct was not opposed to the best interests of the LLC.

Section 10. Consent for transferability of Membership interests

Except as provided in Section 12.1, no Member shall, without the consent of all other Members, transfer to any person any right or power of the Member relating to the management of the LLC, or other right or interest of the Member, including, without

limitation, the right to vote on LLC matters. No person shall be admitted as a new Member of the LLC except with consent of all existing Members.

Section 11. Classification of LLC as partnership.

The members intend that upon its formation and on a continuing basis thereafter, the LLC shall be classified as a partnership under the Regulations. The Members shall promptly make any amendment of the Agreement and Certificate of Formation necessary or appropriate to ensure this classification and shall take any other action necessary or appropriate to this end.

Section 12. Rights of first refusal; assignments and pledges

12.1 Right of first refusal upon offer by third party to purchase Shares. If any member (the "selling Member") receives a bona fide and legally enforceable offer from a third party to purchase the selling Member's membership in the LLC (his "Membership"), the selling Member may not sell that Membership to that third party unless he complies with Section 10 and he first offers it to each of the other Members upon the same terms and conditions of sale as those offered by the third party. The other Members shall have 30 days within which to decide whether to accept this offer. The selling Member may sell his Membership to the third party only if, within this 30 days, each other member refuses the offer or fails to reply to it and he has complied with Section 10.

12.2 Assignments. No member shall assign any right in respect of his LLC interest to any third party without first receiving the consent of all other Members.

12.3 Pledges. No Member shall pledge his Membership or all or any part of his LLC interest or otherwise provide his Membership or his LLC interest or any part of them as security for any debt without first receiving the consent of all other Members.

Section 13. Arbitration

13.1 Definition of Dispute; right of each Member to require arbitration of Disputes. For purposes of this Section 13, "Dispute" shall mean any disagreement or deadlock between the Members relating to (i) the LLC or (ii) the rights any duties of the Members in their capacity as Members. If any Dispute (including an employment-related Dispute) arises between the Members that the Members cannot amicably resolve between or among themselves, one or more Members may require resolution of the Dispute by arbitration in accordance with the rules set forth of this Section 13.

13.2 Rules for arbitration. The following rules shall govern every arbitration under this Section 13:

- a. Notice of arbitration selection, etc., of arbitrator. Any Member or Members may give notice to the other Members that a Dispute shall be resolved by arbitration under this Section 13. Promptly after this notice is received, the LLC shall request from the American Arbitration Association ("AAA") a list containing the names of six arbitrators known to AAA. Promptly after receiving this list, the Members shall agree upon a single person from this list as the person who shall serve as arbitrator (the "Arbitrator") to resolve the Dispute, and the LLC shall engage this person as Arbitrator. The LLC shall formalize this engagement in a written agreement whose provisions shall be consistent with the provisions of this Section 13, and which shall provide for any indemnification reasonably requested by the Arbitrator.
- b. Payment of Arbitrator and arbitration fees and costs; allocation of fees and costs. The Arbitrator shall be paid by the LLC for his or her services as arbitrator at a rate or fee to be agreed upon in advance of the arbitration. At the beginning of the arbitration and at any time during its process or upon its conclusion, the Arbitrator in his or her sole discretion may allocate his or her fees and all other arbitration costs among the Members in any manner the Arbitrator chooses and may require the Members to pay these fees and costs directly to those to whom they are owed.

In particular (but without limitation), the Arbitrator in his or her sole discretion may allocate all such fees and costs to a single Member if the Arbitrator determines that the position of that Member in requiring or participating in the arbitration is unmeritorious.

- c. Miscellaneous rules. Except as otherwise provided in this Section 13, the Arbitrator shall determine in his or her sole discretion all rules and procedures governing the arbitration, including, without limitation:
- (i) The timetable for the resolution of the Dispute and the implementation of any remedy;
 - (ii) The extent to which any Member may require the others to provide oral, written or other evidence to the Arbitrator concerning the Dispute;
 - (iii) The extent to which, in connection with the arbitration, any Member may make use of any Attorney or offer witnesses or evidence; and
 - (iv) Whether to retain one or more experts to assist the Arbitrator on technical issues.

- d. Duration and cost of the arbitration. The Arbitrator shall use his or her best efforts to resolve each arbitration issue as promptly and economically as possible.
- e. Written statement of award. Upon conclusion of the arbitration, the Arbitrator shall provide each Member with a brief written statement of the Arbitrator's award, signed by the Arbitrator. This statement shall set forth only the Arbitrator's decision. Promptly after preparing the statement, the Arbitrator shall destroy all other documents in his or her possession or control relating to the arbitration. The Arbitrator shall not disclose to any Member any of the Arbitrator's findings of fact or rulings of law or any of the reasons for his or her award or for any allocation of fees or costs.
- f. Members' waiver of claims against Arbitrator. Each Member hereby irrevocably waives any claims he may have against any Arbitrator relating to any arbitration under this Agreement.
- g. Remedies. Upon resolving a Dispute, the Arbitrator may impose any remedy that he or she determines to be appropriate. Without limitation:
 - (i) The arbitrator may require either Member to pay money damages to one or more other Members or to the LLC.
 - (ii) The Arbitrator may require any Member to sell his Membership to one or more other Members or to the LLC or to purchase the Membership of one or more other Members on terms provided by the Arbitrator.
 - (iii) The Arbitrator may require the dissolution of the LLC.
 - (iii) The Arbitrator may impose one or more remedies proposed by any Member.
- h. Confidentiality. The Members and the Arbitrator shall use every reasonable effort to maintain in confidence the existence and outcome of any arbitration under this Section 13 and all other facts relating to the arbitration.
- i. Finality. The award of the Arbitrator shall be final, shall bind the Members and the LLC.

- Section 14. Confidentiality. During the period in which any Member holds a Membership, the Member shall maintain in secrecy all confidential information relating to the LLC, its products, services and operations. After the Member has disposed of his Membership, he shall continue to maintain this information in secrecy until it enters the public domain.
- Section 15. Liquidation and Termination. Subject to any restrictions in agreements to which the LLC is a party, the affairs of the LLC shall be wound up upon notice of dissociation served in writing by certified Return Receipt Mail by any member upon all other members. In such event, the Members shall promptly liquidate and terminate the affairs of the LLC by discharging all debts and liabilities of the LLC and by distributing all assets in accordance with Section 6.2. All disputes and disagreements related to liquidation and termination of the LLC whether referenced in this section or Section 8 herein shall be resolved by way of arbitration as more particularly set forth in Section 13 herein.
- Section 16. Entire Agreement; Amendments. This Agreement and the Certificate of Formation constitute the complete agreement between the parties with respect to the subject matter of the Agreement, and they supersede any earlier agreements among the parties relating to this subject matter. This Agreement may not be amended except by unanimous vote of the Members.
- Section 17. Notices. Notices under this Agreement shall be sent to the LLC at its registered office and to each Member at the Member's address stated on the first page of this Agreement. A Member may change his address for purposes of this Section 17 at any time upon reasonable notice to the other parties.
- Section 18. Governing Law; Severability. This Agreement is governed by and shall be construed in accordance with the law of the Commonwealth of Massachusetts. In the event of a conflict between the provisions of this Agreement and any provision of the Certificate or the Act, the applicable provision of this Agreement shall control, to the extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and application of that provision shall be enforced to the fullest extent permitted by law. In witness of their acceptance of the above terms and conditions, the members duly sign and seal this Agreement.

By M. Scott O'Connor
M. Scott O'Connor, Member

By Thomas W. Fielding
Thomas W. Fielding, Member

EXHIBIT A

Members: Pudding Hill Farm, LLC

Name: M. Scott O'Connor

Fifty (50%) Percent

Address: 1 Julius Hall Road, Blandford, MA 01008

SSN: XXX-XX-6734

Name: Thomas W. Fielding

Fifty (50%) Percent

Address: 1 Julius Hall Road, Blandford, MA 01008

SSN: XXX-XX-9280

Capital Contributions will be cited on Income Tax Filing(s) year-end December 31, 2020.

Signed and sealed this 24th day of September, 2020.

By M. Scott O'Connor
M. Scott O'Connor, Member

By Thomas W. Fielding
Thomas W. Fielding, Member



Charles D. Baker
GOVERNOR

Kathy E. Polita
LT. GOVERNOR

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



364964344

RoseAnn Adams
SECRETARY

Richard A. Jettens
DIRECTOR

Pudding Hill Farm LLC
1 HALL RD
BLANDFORD, MA 01008-9533

EAN: 22203532
August 10, 2021

Certificate ID: 50321

The Department of Unemployment Assistance certifies that as of 8/10/2021, Pudding Hill Farm LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149, §189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jettens, Director

Department of Unemployment Assistance

Pudding Hill Farm, LLC
1 Julius Hall Road, Blandford Massachusetts
Owner/Employee Thomas Fielding
Owner/Employee M. Scott O'Connor

MISSION

Pudding Hill Farm is slated to be a licensed cannabis cultivation micro business with a cultivation canopy of roughly 150 sf. Our goal is to produce small-batch, high quality cannabis flower, from approximately 45 plants annually in a renovated corner of our barn. Our focus is to create a uniquely small niche in the rapidly growing cannabis market. Our facility will be small enough to be strictly owner operated utilizing cultivation methods that are centered around sustainability, efficiency and practicality while adhering to proper security measures, compliance and workflow. We will be installing state of the art HVAC systems and odor control technology involving sealed spaces and multiple levels of filtration to ensure no odor emissions and provide a clean air environment for our plants. We plan on wholesaling our small-batch cannabis flower to local, licensed adult-use dispensaries only, there will be no sale of product from our facility. Our product will be delivered personally by us to our wholesale dispensary clients.

CAPITAL

Pudding Hill Farm LLC will be the sole investor in this business. Start up cost for build out and equipment, including security system and transforming a 200 year old barn into a fully operational "clean space" with plumbing and electrical upgrades is approximately \$110,500

REVENUE

When fully operational, we expect an annual yield of roughly 35 pounds of flower with an average market price of \$3000/pound resulting in approximately \$105,000 in annual gross sales.

PROMOTION

As employees, owners and residents of Pudding Hill Farm we realize that a lot is at stake when it comes to our reputation and future. We will only seek out responsible, like-minded dispensaries who care as much about the product that they are putting on their shelves as we do about the nutrients we are putting into our soil.



PUDDING HILL FARM, LLC

Plan to Obtain Insurance

Pursuant to 935 CMR 500.105(10)(a), our Marijuana Establishment has obtained and will maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

PUDDING HILL FARM, LLC
1 Julius Hall Road, Blandford, MA

QUALITY CONTROL AND TESTING PROCEDURES

Operating Procedures as per 935 CMR 500.101(1)(c)(7)(f)

Guidelines for Handling of Marijuana

(A) Our facility will process marijuana in a safe and sanitary manner. We shall process the leaves and flowers of the female marijuana plant only, which shall be:

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

(B) Our facility shall comply with the following sanitary requirements:

1. Any marijuana establishment agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
2. Any marijuana establishment agent working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including:
 - a) Maintaining adequate personal cleanliness;
 - b) Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated;
 - c) Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
 - d) There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
 - e) Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
 - f) Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
 - g) There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
 - h) Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;

- i) All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
- j) All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products;
- k) A Marijuana Establishment's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
- l) Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
- m) A Marijuana Establishment shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
- n) Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
- o) Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
- p) All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

(C) All Marijuana Establishments, including those that develop or process edible marijuana products, shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*.

Testing:

Testing. No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160.

Pudding Hill Farm's Quality Control Regulations:

The facility will have controlled air systems in each product room, water filtration system, and controlled access to each area of the facility.

- Each room has its own HVAC system with a closed loop system. This ensures no outside or inside air will mix or potentially contaminate the closed systems when the doors are open.

- Each grow room is fully sealed with zero light or air leaks.
- All plants will be from seed or inhouse mothers, thus ensuring no outside contaminants.
- All employees will use only inhouse clothing/scrubs while working at Pudding Hill Farm.
- Water will be filtered before use inside the grow rooms as required.
- Filtration systems will be monitored on a schedule determined after installation as required.
- All pots will be cleaned with Dawn soap then a hydrogen peroxide soak before being reused.
- Soil from a completed grow is recycled and new clean dirt is delivered from local hydroponic stores for each new grow.

Testing: Managed by Pudding Hill Farm, LLC members only.

- All of the finished product is put into a 'Package' of the same strain of plants at the same time under the same conditions
- All handling and manipulation of product is videotaped and documented.
- A 4 gram sample is taken from each batch.
- The batch samples are then logged and labeled to be sent out for testing
- These samples are put into a locked container inside the delivery vehicle for transport by Pudding Hill Farm members only.
- The 3rd party testing facility will be testing for pesticide, heavy metals, microbial terpenes and cannabinoids.
- A secured loading dock/receiving is utilized for all deliveries in and out of the facility.

PUDDING HILL FARM, LLC

1 Julius Hall Road, Blandford, MA

RECORD KEEPING PROCEDURES

Operating Procedures as per 935 CMR 500.101(1)(c)(7)(i)

Operating Procedures:

1. A detailed summary of operating policies and procedures for the Marijuana Establishment which shall include, but not be limited to provisions for:
 - a. Security;
 - b. Prevention of diversion;
 - c. Storage of marijuana;
 - d. Transportation of marijuana, if applicable to license type;
 - e. Inventory procedures;
 - f. Procedures for quality control and testing of product for potential contaminants, if applicable to license type;
 - g. Personnel policies;
 - h. Dispensing procedures;
 - i. Record-keeping procedures;
 - j. Maintenance of financial records; and
 - k. Diversity plans to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation, in the operation of the Marijuana Establishment.

As per CCC Regulations:

Record keeping for the grow – Marijuana product will be managed through Metrc, a mandatory seed to sale software that is required for this type of business.

Business and accounting records will be maintained as outlined by Commission in details below:

Record Keeping:

Records of a Marijuana Establishment will be available for inspection by the Commission, upon request. The records of a Marijuana Establishment will be maintained in accordance with generally accepted accounting principles. Written records that are available for inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

- a. Written operating procedures as required by 935 CMR 500.105(1);
- b. Inventory records as required by 935 CMR 500.105(8);
- c. Metrc tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);

- d. The following personnel records:
 - 1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - 2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - A) all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - B) documentation of verification of references;
 - C) the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - D) documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - a. documentation of periodic performance evaluations;
 - b. a record of any disciplinary action taken; and
 - c. notice of completed responsible vendor and eight-hour related duty training.
 - 3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - 4. Personnel policies and procedures; and
 - 5. All background check reports obtained in accordance with 935 CMR 500.030.
- E) Business records, which shall include manual or computerized records of:
 - a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. Sales records including the quantity, form, and cost of marijuana products; and
 - e. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any;
 - f. Waste disposal records as required under 935 CMR 500.105(12); and
 - g. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

Waste Disposal will be recorded and processed as outlined below:

- a. All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.
- b. Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26 through 53; 314 CMR 3.00: *Surface Water Discharge Permit Program*; 314 CMR 5.00: *Groundwater*

Discharge Program; 314 CMR 12.00: *Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers*; the Federal Clean Water Act, 33 U.S.C. 1251 *et seq.*, the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: *Sewer System Extension and Connection Permit Program*), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: *Industrial Wastewater Holding Tanks and Containers*.

- c. Organic material, recyclable material and solid waste generated at a Cannabis Establishment shall be redirected or disposed of as follows:
 - 1. Organic material and recyclable material shall be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: *Waste Bans*.
 - 2. To the greatest extent feasible:
 - a. Any recyclable material as defined in 310 CMR 16.02: *Definitions* shall be recycled in a manner approved by the Commission; and
 - b. Any remaining marijuana waste shall be ground and mixed with other organic material as defined in 310 CMR 16.02: *Definitions* such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: *Site Assignment Regulations for Solid Waste Facilities*.
 - c. Solid waste containing cannabis waste generated at a marijuana establishment may be ground up and mixed with solid wastes such that the resulting mixture renders the cannabis unusable for its original purposes. Once such cannabis waste has been rendered unusable, it may be brought to a solid waste transfer facility or a solid waste disposal facility (*e.g.*, landfill or incinerator) that holds a valid permit issued by the Department of

Environmental Protection or by the appropriate state agency in the state in which the facility is located; or

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

Pudding Hill Farm LLC *Qualifications and Training SOP*

Intent

To provide clear and concise instructions for Pudding Hill Farm LLC employees regarding the qualifications for employment and agent training that are compliant with the regulations.

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

Purpose

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

Qualifications for Pudding Hill Farm LLC Marijuana Establishment Agent

The minimum requirements to become a Pudding Hill Farm LLC Marijuana Establishment Agent ("Agent") are outlined below. All Pudding Hill Farm board members, directors, employees, executives, managers, or volunteers will register with the Commission as an Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All Pudding Hill Farm LLC Agents must;

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

Pudding Hill Farm LLC will develop a job description for all positions with the company. While all Agents must meet the qualifications listed above, several of our positions will require additional qualifications based on the specific duties of the position.

Required Training for Pudding Hill Farm LLC Agents

Pursuant to 935 CMR 500.105(2)(a) Pudding Hill Farm LLC will ensure all Pudding Hill Farm LLC Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

- 1. Pudding Hill Farm LLC will train all marijuana establishment agents in compliance with 935 CMR 500.105(2)(a) and (b). Agents responsible for tracking and entering product into the Seed-to-sale SOR (Metrc) must receive training in a form and manner determined by the Commission.*
- 2. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;*

- a. *Code of Conduct;*
 - b. *Marijuana Regulations;*
 - c. *Security and Safety;*
 - d. *Emergency Procedures/Disaster Plan;*
 - e. *Diversion of Marijuana;*
 - f. *Terminatable Offences;*
 - g. *Confidential Information;*
 - h. *Employee Policies (all employee policies from the handbook will be covered) including but not limited to;*
 - i. *Alcohol, smoke and drug-free workplace;*
 - ii. *Equal Employment Policy;*
 - iii. *Anti-Harassment and Sexual Harassment Policy;*
 - iv. *Americans with Disability Act;*
 - v. *Employee Assistance Policy; and*
 - vi. *Diversity Plan*
3. *After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized, on the job training ("OJT") or through external training platforms.*
 4. *All Pudding Hill Farm LLC Agents will receive a minimum of 16 hours of training annually.*
 5. *Pudding Hill Farm LLC will record, maintain and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Personnel File. Training records will be retained by Pudding Hill Farm LLC for at least one year after agents' termination.*
 6. *Within 90 days of hire, Pudding Hill Farm LLC will require all of its Agents to attend and complete a Responsible Vendor Training Program to become designated as a "responsible vendor"*
 - a. *After the responsible vendor designation is applied each Pudding Hill Farm LLC owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a "responsible vendor."*
 - b. *Pudding Hill Farm LLC will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.*

Additional Training

Pudding Hill Farm LLC will provide training and training opportunities to its employees. In addition to required training, Pudding Hill Farm LLC will encourage advanced training to our employees in the areas

of Safety and Security, Marijuana Science or other areas then enhance the Company's, our Agents and our customers safety and shopping experience.

ENERGY PLAN-Cultivation

In compliance with 935 CMR 500.105(15) Pudding Hill Farm LLC has:

- Identified potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and implemented these opportunities to the extent possible;*
- Considered opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;*
- Reduced electric demand (such as lighting schedules, active load management, and energy storage); and*
- Engaged with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.*

Our Cultivation facility will satisfy the minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4). We have adopted additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission. Our license renewal application under 935 CMR 500.103(4) will include a report of our energy and water usage over the 12-month period preceding the date of application. Our facility complies with the following minimum energy efficiency and equipment standards:

- Our building envelope will meet the minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code;*
 - Pudding Hill Farm LLC will provide documentation required under 935 CMR 500.120(11) (a) in the form of an Energy Compliance Letter as part of the Architectural Review which will include a narrative confirming compliance with the building envelope requirements and the output from COMcheck™ software used to show building envelope compliance with Massachusetts Building Code, 780 CMR.*
- Our Horticulture Lighting Power Density (HLPD) will not exceed 36 watts per square foot;*

- *Pudding Hill Farm LLC will provide documentation required under 935 CMR 500.120(11)(b) in the form of an Energy Compliance Letter as part of the Architectural Review which will include:*
 - *A narrative explanation of how the facility complies with 935 CMR 500.120(11)(b) or 501.120(12)(b), supported by copies of the facility lighting schedule, square footage of canopy, description of HLE, number, type, and wattage of all HLE as well as the calculations that show compliance with the HLPD requirements;*
 - *Cutsheets for all HLE to be submitted as part of the Architectural Review;*
 - *Detailed identification of the stamped plans showing the layout of all HLE, which means any lighting equipment (e.g. fixtures, bulbs, ballasts, controls, etc.) that uses energy for the cultivation of plants, at any stage of growth (e.g. germination, cloning/mother plants, propagation, vegetation, flowering, and harvest);*
 - *Detailed identification of the stamped plans showing the areas considered as HLSF;*
 - *Description of an eye safety plan that includes the following:*
 - *Safety protocols related to eye safety for those exposed to horticultural lighting;*
 - *Communication plan for how eye safety protocols will be communicated to employees;*
 - *Description of how protective eyewear will be provided for anyone coming in to contact with active horticultural lights;*
 - *Description of signage that will be used to remind workers of eye safety;*
 - *Affirmation that the safety protocols will be reviewed and updated by the Cultivation Facility on an annual basis.*
- *Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code)*
 - *Pudding Hill Farm LLC will provide documentation required under 935 CMR 500.120(11)(c) in the form of an Energy Compliance Letter as part of the Architectural Review which will include:*
 - *A certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.*

- *Total of tons of refrigeration (TR), thousands of British thermal units (BTUs) per hour (MBH), and a listing of all HVAC equipment to be installed. The information provided in the letter must be supported by equipment data sheets available immediately upon request.*
- *Total of tons of dehumidification (TD), and a listing of all dehumidification equipment to be installed, supported by equipment data sheets.*
- *Details about energy recovery equipment installed as part of the ventilation system.*
- *A listing of all odor mitigation equipment to be installed. The information provided in the letter must be supported by equipment data sheets available immediately upon request.*

Additionally, Pudding Hill Farm LLC will work closely with our local utility companies to create and execute interactive Energy Savings Plans, by means of:

- *Understanding how we use energy through analysis generation;*
- *Compare our operation with similar businesses and act accordingly;*
- *Intake customized energy improvement recommendations from professionals; and*
- *Utilize cost incentives through utility energy performance.*

Our construction administrators, superintendents, project managers, and their subcontracted team of architects, designers, and engineers will execute the buildout processes through pre-construction, construction, and review construction phases within preliminary planning guidelines that ensure the highest capacity of energy efficiency, both on the job and throughout the reasonable lifespan of the operation, including but not limited to:

- *The purchase and installation of the highest R-Value insulation materials, that actively resist the conductive flow of heat, wherever applicable on site;*
- *The purchase and installation of LED lighting systems;*
- *The removal and disposal of outdated HVAC systems, with the purchase and installation of advanced HVAC systems and all associated ductwork.*

Further practices to maintain energy efficiency throughout daily operations include:

- *Using power strips to power all devices, and turning off all power strips at the conclusion of the closing process (excludes security systems);*
- *Using communal printers, coffee makers, microwave ovens, and refrigerators;*
- *Turning off monitors when leaving for more than one hour;*
- *Save paper by only photocopying what is absolutely needed, and always using the second side of sheets by either printing on both sides or using the blank side as scratch paper;*
- *Report any obvious energy waste or material deficiencies such as broken heaters or air leaks up the chain of command;*

- *Close or tilt window blinds to block direct sunlight to reduce cooling needs during warmer months;*
- *Prohibiting the use of individual space heaters;*
- *Using Energy Star labeled appliances.*

STANDARD OPERATING PROCEDURE

Restricting Access to Age 21 and Older

Purpose: The purpose of this SOP is to provide guidance to employees on the overall restriction of access to persons age 21 and older protocols at the facility and the responsibility of employees working there.

Scope: The scope of this SOP is for anyone working in the facility or for the company. Proper access to the facility is a paramount concern for our employees, our staff, and the public.

Prerequisites: All employees working in the facility are required to have gone through initial training and mentoring that specifically includes all aspects of the restriction of access to persons age 21 and older at the facility.

Responsibilities: Proper access to the facility is the direct responsibility of the Director of Security, who has a staff of security agents, but every employee is trained in specific aspects of the facility's access.

Procedure: Under the Massachusetts 935 CMR 500.000: Adult Use of Marijuana law, "Visitor" means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, to be on the premises of a Marijuana Establishment for a purpose related to Marijuana Establishment operations and consistent with the objectives of the Act and 935 CMR 500.000, provided, however, that no such individual shall be under 21 years of age.

On-Premises Verification of Identification: Upon entry into the facility, by an individual, the individual's proof of identification shall be immediately inspected to determine the individual's age. An individual shall not be admitted to the premises unless it has first been verified that the individual is 21 years of age or older.

Enclosed, Locked Area: Enclosed locked area means a closet, room, greenhouse, or other indoor or outdoor area equipped with locks or other security devices, which shall only be accessible to those approved who are 21 years of age or older.

Summary of visitor protocols:

- All vendors, contractors, state or local government representatives, and all others without permanent Complex-issued ID, are considered visitors.
- Before being permitted to enter the premises, all visitors shall provide proof of age and ID, included on an expected list of visitors or show official documentation of an unscheduled inspection or authority to perform such inspection and sign the visitor log on camera. The entry guard will verify that the name on the identification matches the name in the visitor log. Identification must contain a picture, date of birth, valid and not expired.
- All visitors or official visitors shall be escorted at all times.
- Escorting means within reasonable line of sight.
- A single employee may escort no more than five visitors.
- The escorting employee shall log all access by visitors to Limited Access Areas at the time of the access.

- Compensation may not be used as leverage for allowing visitors onsite.

References: The facility director and the director of security maintain detailed security plans and schematics and are available at any time to answer any specific security questions.

Reporting: Any incident involving a security matter must be logged and reported to the facility director, the director of security, and the board of directors.

STANDARD OPERATING PROCEDURE

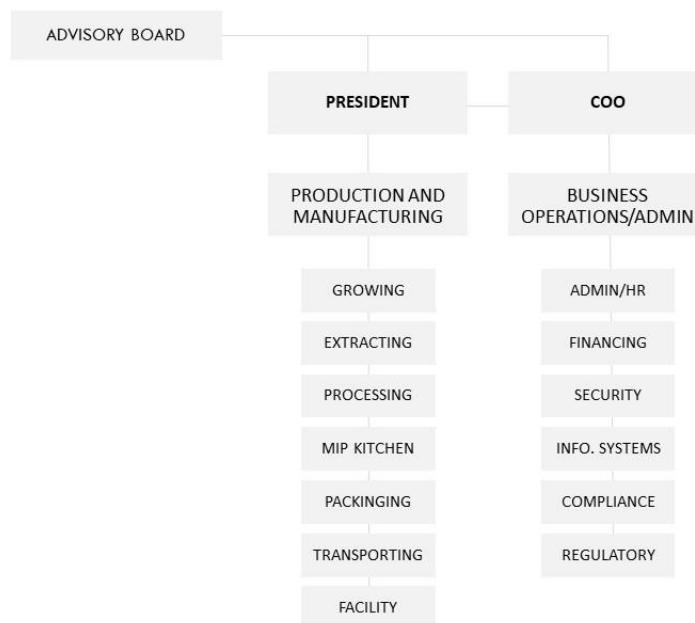
Personnel Policies

Personnel Policies: 935 CMR 500.101(2)(e)(8), 935 CMR 500.105(1); 935 CMR 500.105(9) (required), and (h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9).

OVERVIEW

The purpose of Standard Operating Procedures (SOP) for Personnel Policies is to describe the policies in place for personnel. This SOP applies to all personnel.

Organizational Chart



Responsibilities

Operations Manager: Operations Manager provides oversight and supervision of day-to-day operations, task delegation and accountability, and most importantly transportation and distribution. Operations managers oversee security managers and facility staff to ensure that Standard Operating Procedures related to all components of facility operations are followed according to their method of procedure.

Inventory Manager: The Inventory manager supervises the standardized and safe packaging and inventory of supplies of marijuana products. Inventory managers are responsible for the oversight and record keeping of active plant and product inventories at all Facility locations where these items can be found. Inventory managers are an integral part of inventory management, preventative measures against

diversion, implementing new standards and processes, and ensuring adherence to Standard Operating Procedures.

Quality Assurance Officer: A Quality Assurance Officer with appropriate training and experience in quality control procedures, will ensure that quality assurance methods are effective and executed consistently. This individual shall exercise oversight over all practices and procedures from seed-to-sale. The Quality Assurance Officer ensures that all documents relating to quality control are assessed, recorded, documented, and distributed to the proper persons and authorities. It is also the responsibility of the Quality Assurance Officer to train, oversee, and hold accountable employees for their respective roles and responsibilities.

Human Resources Director: The Human Resources Director oversees all hiring and terminating of employees; and administration, and training of personnel. The human resources director focuses on activities relating to all employees, including but not limited to recruiting and hiring of new employees, orientation and training of current employees, employee compliance, employee benefits and retention.

Employment

Temporary Employees: Individuals hired as temporary employees are not eligible to participate in any benefit programs, vacation, or paid time off. Temporary employees work on an at-will basis.

Part-Time and Full-Time Employees: Part-time and full-time employee status is determined by the total regular hours worked per week. Part-time employees work 29 hours or less. Full-time employees work 30 hours or more.

Equal Employment Opportunity: The Company is an equal opportunity employer and makes employment decisions based on merit. We prohibit and will not tolerate discrimination of any kind, based on race, color, creed, sex, religion, marital status, age, national origin, or ancestry, physical or mental disability medical condition including genetic characteristics, sexual orientation, or any other consideration made unlawful by federal, state or local laws.

The American with Disabilities Act (ADA): The company will make every effort to accommodate qualified individuals with a disability so they can perform the requirements of their job.

Employee Rights and Responsibilities: The company will provide all necessary information to employees and will provide a thoughtful and comprehensive new employee orientation program. All employees will receive the company's Standards of Conduct and Responsibility presentation and will be required to adhere to all requirements.

Discrimination and Harassment: The company will provide a safe work environment and will not tolerate any form of discrimination and/or harassment of any employee, by anyone.

Record Retention

All personnel records will be maintained on the facility premises for a period of 7 years.

All agents hired will have a confidential file built with their resume, application, references, and documentation of conversations with references. In addition, the personnel director will:

- Maintain a file both digitally and written of all materials submitted to the CCC for each person to be hired.
- A copy of the documentation of references along with notes, emails, or other responses received concerning the potential hire.
- Any contract or agreement detailing any and all terms of the employment offered including the duties of the job hire for, who they are responsible in the organization's organizational chart, their authorities and who they both report to and who reports to them, their qualifications noted on their application for the position, and who they report to.
- A copy of the signed statement from the employee under the pains and penalties of perjury that states that they have completed all required training, including training for privacy matters, HIPAA related matters, network usage, etc.
- Documentation including handouts, presentations, etc., of all required training, a signed attendance sheet from the employee indicating the date, time, and place where they received the training, the topics discussed, the name of the presenter, the title of the presentation, and any other relevant material.
- Copies of periodic performance evaluations, including feedback from the employee.
- A signed notice by the employee and their manager of attendance of the mandatory vendor responsibility and related duty training (minimum eight hours).

Purpose:

The purpose of this SOP is to provide guidance for the hiring procedure for new employees.

Scope: The scope of this SOP is for all human resource personnel to understand the hiring process for new employees, pay structure, positions available, etc.

Prerequisites: Anyone involved with HR must go through job specific training including personnel file confidentiality, workplace policies, job descriptions, pay rates, etc.

Responsibilities: It is the responsibility of the corporate trainer along with the director of human resources to train new hires working in personnel.

Procedure: The Employee Handbook will contain the following headings, which covers in detail the personnel policy guidelines that will be initially introduced into the facilities:

- New Employee Policies
- Reference/background checks
- Time-Related Policies
- Compensation-Related Policies
- Personnel Records
- Conflicts of Interests
- General Confidentiality
- Professional Conduct
- Technology Policies
- Confidentiality of Records and Data
- Communications
- Health, Safety and Security
- Fire and Safety
- Reporting Accidents
- Emergency Plan

- Smoking in the Workplace
- Violence-Free Workplace
- Lactation Accommodation
- Employee Relations
- Open Communication
- Standard of Conduct General Policy
- Employee Responsibility
- Responsibilities of Supervisors, Managers, Directors
- Employee Conduct
- Problem Resolution
- Employee Benefits
- Discretionary Benefits
- Employee Assistance Program
- Holidays
- Vacation Policy
- Leave of Absence
- Medical Leave of Absence
- Sick Leave
- Funeral Leave
- Jury Duty and Witness Leave Time
- Voting Time
- Unpaid Personnel Leave
- Pregnancy Disability Leave, Rehabilitation Leave, Military Leave
- Time Off for Victim of Domestic Violence or Sexual Assault
- Benefits During Leave
- Ending Employment
- Termination

Recruiting, Benefits, Hiring, Loss of Personnel: The facility will properly train all of its employees before they are permitted to work in any operations. Prior to being offered an employment position with the facility, all potential applicants will be required to pass a background check to ensure the potential applicant does not have any criminal felony convictions or have been convicted of the crimes listed in the state's regulations and otherwise is of good moral character. The facility intends to offer competitive wages and salaries, as well as benefits packages that include paid time off and health insurance, to all employees. Exact compensation and benefits plan and packages are in the process of being developed. It is the facility's goal to pay salaries that are, at a minimum, equitable and commensurate with salaries paid for similar work within the labor market. Accordingly, positions will generally be classified and then assigned a salary range that defines a minimum and maximum pay rate. An employee's salary may advance within the salary range as the result of performance reviews, promotions, market conditions and other business considerations. Such increases in pay are considered merit adjustments which are not guaranteed and may vary in timing and degree from employee to employee.

In accordance with State legal requirements, employees will be compensated for hours worked in excess of forty (40) hours per week. Non-exempt employees will be paid one and one-half times their regular rate of pay for hours worked more than forty (40) hours in a workweek. Overtime pay is based on actual hours worked. Paid time off for holidays and vacations does not count as "hours worked" for overtime purposes. Any overtime hours worked by a nonexempt employee will be required to be approved in advance by the employee's supervisor. Non-exempt employees are not to work before, beyond or outside

their normal working hours without such prior approval. Employees who fail to work scheduled overtime or who work overtime without prior authorization from a supervisor may be subject to disciplinary action, up to and including termination of employment.

Number of Employees: Exact number of employees employed by the facility is to be determined upon deployment of operations and the establishment of personnel requirements; the breakdown of these requirements can be seen below within the job description section.

Type of Labor: The team at the facility will comprise skilled, unskilled, and professional workers. The various positions within the organization will call for different laborers with different skill sets. The cultivation manager will need to be very skilled in the cultivation of marijuana, whereas an entry-level cultivation laborer will likely be unskilled and trained to the job requirements and functions.

Pay Structure: The facility will determine this upon deployment of operations and the establishment of personnel requirements. Employee compensation will be competitive with industry standards.

Job Termination: All termination actions will follow standard procedures. Basic steps include:

- Notify key personnel of job termination.
- Obtain all facility keys, ID badges or other company property.
- Disable/change all terminated key personnel facility security access codes or passwords.
- Notify required authorities of the job termination of the key personnel.
- Notify all remaining staff of the job termination of the key personnel and inform them of the conditions of termination.
- Contact security vendor and monitoring company to notify them of the job termination of key personnel.
- Remove terminated key personnel from any notification, contact or call lists.

Job Separation: At times key personnel may decide to part ways on their own accord. In such circumstances there will be some basic steps and procedures to follow in for job separations.

- Obtain all facility keys, ID badges, or other company property.
- Disable/change all key personnel facility security access codes or passwords.
- Notify required authorities of the job separation of the key personnel.
- Notify all remaining staff of the job separation of the key personnel and inform them of the conditions of separation.
- Contact security vendor and monitoring company to notify them of the job separation of key personnel.

Replacement of Key Personnel Position: Find and interview a suitable replacement for the position that was vacated. Key personnel positions will need to be filled as soon as possible by management without compromising the quality of potential candidates.

References: Please refer to the personnel manual found in the human resources office, and the training modules put together for vetting and hiring new personnel.

Reporting: All new hires must have personnel files, copies of which must be uploaded to our cloud server. All new hires should be placed immediately into the contact list as well.

Personnel Files

Purpose: The purpose of this SOP is to provide guidance for the storage, updating and backup of personnel files.

Scope: The scope of this SOP is for all employees who have access to or update personnel files.

Prerequisites: Employees who have access to personnel files must have been vetted to do so and must follow all security protocols and specific training to ensure their security and confidentiality.

Responsibilities: It is the responsibility of the head of personnel to ensure all records are properly annotated and securely stored.

Procedure: Attendance at formal training classes will be mandatory and documented. Additionally, specific training on SOPs, including applicable laws and regulations, will be signed off by both the employee and a supervisor. This documentation will be retained in the employee's personnel file so that it can be audited by the compliance division. Human resource files and training documentation will be maintained in hard copy and an electronic environment for ease of interaction, retention, and inspection by the commission. Employment contracts will specify attendance at training classes, and in the event the employee does not complete the required training in the specified time, this would be grounds restricting their hours until the training is completed and ultimately dismissal. Personnel files will contain all information related to the hiring and/or employment of any individual who is or was employed by the facility.

References: Please refer to the SOPs for evaluations and for other documents that become a part of all employee's personnel files.

Reporting: All personnel files are maintained by the director of human resources. The human resources director reports all appropriate information to payroll, our health insurer, and to other regulatory bodies entitled to receive employment information.

Compliance with Regulations: The Company will comply with all regulations, specifically noting 935 CMR 500.101(2)(e)(8), 935 CMR 500.105(1); and 935 CMR 500.105(9).

Hiring Procedures and Standards

Purpose: The purpose of this SOP is to provide guidance for the hiring procedure for new employees.

Scope: The scope of this SOP is for all human resource personnel to understand the hiring process for new employees, pay structure, positions available, etc.

Prerequisites: Anyone involved with HR must go through job specific training including personnel file confidentiality, workplace policies, job descriptions, pay rates, etc.

Responsibilities: It is the responsibility of the corporate trainer along with the director of human resources to train new hires working in personnel.

Procedure

Recruiting, Benefits, Hiring, Loss of Personnel

The facility will properly train all its employees before they are permitted to work in any operations. Prior to being offered an employment position with the facility, all potential applicants will be required to pass a background check to ensure the potential applicant does not have any criminal felony convictions or have been convicted of the crimes listed in the state's regulations and otherwise is of good moral character. The facility intends to offer competitive wages and salaries, as well as benefits packages that include paid time off and health insurance, to all employees. Exact compensation and benefits plan and packages are in the process of being developed. It is the facility's goal to pay salaries that are, at a minimum, equitable and commensurate with salaries paid for similar work within the labor market. Accordingly, positions will generally be classified and then assigned a salary range that defines a minimum and maximum pay rate. An employee's salary may advance within the salary range as the result of performance reviews, promotions, market conditions and other business considerations. Such increases in pay are considered merit adjustments which are not guaranteed and may vary in timing and degree from employee to employee.

In accordance with State legal requirements, employees will be compensated for hours worked in excess of forty (40) hours per week. Non-exempt employees will be paid one and one-half times their regular rate of pay for hours worked more than forty (40) hours in a workweek. Overtime pay is based on actual hours worked. Paid time off for holidays and vacations does not count as "hours worked" for overtime purposes. Any overtime hours worked by a nonexempt employee will be required to be approved in advance by the employee's supervisor. Non-exempt employees are not to work before, beyond or outside their normal working hours without such prior approval. Employees who fail to work scheduled overtime or who work overtime without prior authorization from a supervisor may be subject to disciplinary action, up to and including termination of employment.

Number of Employees: Exact number of employees employed by the facility is to be determined upon deployment of operations and the establishment of personnel requirements; the breakdown of these requirements can be seen below within the job description section.

Type of Labor: The team at the facility will comprise skilled, unskilled, and professional workers. The various positions within the organization will call for different laborers with different skill sets. The cultivation manager will need to be very skilled in the cultivation of marijuana, whereas an entry-level cultivation laborer will likely be unskilled and trained to the job requirements and functions.

Pay Structure: The facility will determine this upon deployment of operations and the establishment of personnel requirements. Employee compensation will be competitive with industry standards.

Job Termination: All termination actions will follow standard procedures. Basic steps include:

- Notify key personnel of job termination.
- Obtain all facility keys, ID badges or other company property.
- Disable/change all terminated key personnel facility security access codes or passwords.

- Notify required authorities of the job termination of the key personnel.
- Notify all remaining staff of the job termination of the key personnel and inform them of the conditions of termination.
- Contact security vendor and monitoring company to notify them of the job termination of key personnel.
- Remove terminated key personnel from any notification, contact or call lists.

Job Separation: At times key personnel may decide to part ways on their own accord. In such circumstances there will be some basic steps and procedures to follow in for job separations:

- Obtain all facility keys, ID badges, or other company property.
- Disable/change all key personnel facility security access codes or passwords.
- Notify required authorities of the job separation of the key personnel.
- Notify all remaining staff of the job separation of the key personnel and inform them of the conditions of separation.
- Contact security vendor and monitoring company to notify them of the job separation of key personnel.
- Remove key personnel from any notification, contact or call lists.

Replacement of Key Personnel Position: Find and interview a suitable replacement for the position that was vacated. Key personnel positions will need to be filled as soon as possible by management without compromising the quality of potential candidates.

References: Please refer to the personnel manual found in the human resources office, and the training modules put together for vetting and hiring new personnel.

Reporting: All new hires must have personnel files, copies of which must be uploaded to our cloud server. All new hires should be placed immediately into the contact list as well.

STANDARD OPERATING PROCEDURE

Maintaining of Financial Records

Purpose: The purpose of this SOP is to provide guidance on the facility's maintaining of financial records policy, including where and how it is stored.

Scope: The scope of this SOP is for all employees who provide back-office support and are responsible for the records maintained by the facility.

Prerequisites: The prerequisites for reaching the security level where employees have access to the database, passwords, and physical hard copy includes original training and specialty training in back-room procedures, record databases, and protocols for record retention/destruction. The facility director will maintain a list of all employees with access to the ability to purge records from the software system, and also who may designate records to be physically shredded.

Responsibilities: Only senior level employees may actually destroy records, and only upon clearance with the facility director, who will provide time frames for record destruction based on outside counsel's interpretation of the regulations.

Procedure: Records of a Marijuana Establishment must be available for inspection by the Commission, upon request. The records of a Marijuana Establishment shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, including manual or computerized records of:

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

Records and Documents Storage Retention: Unless otherwise specified, the facility will retain and maintain all financial records and duplicate sets of records for a minimum of six (6) years.

Duplicate Records and Off-Site Storage: The facility will maintain duplicate sets of all financial records required by regulation. These duplicate copies of the facility's financial records will be maintained at a secure, off-site location. This location will only be disclosed to personnel with proper security clearance. The off-site financial record storage will be secured with a security alarm and surveillance system to ensure access is limited to authorized personnel only. The facility will maintain duplicate copies of all records at a secure storage facility within the state.

Financial Record retention: The facility shall retain for a minimum of six years all financial records including income, expenses, bank deposits and withdrawals, and audit reports.

Reporting: Any and all changes to the record retention policy must be vetted by the facility director. If the policy is changed, a copy is circulated to all employees through our email listserv.

PUDDING HILL FARM, LLC

Diversity Plan

Our Vision: Notwithstanding the fact that we will only have two employees, we will seek to create a thoughtful and forward-facing organization that attracts, implements, maintains, and leverages all that diversity in our staff and vendor relations can provide; and to specifically promote equity among women, minorities, veterans, people with disabilities and LGBTQ+.

Our Goals: Our ongoing goals over time, in addressing and maintaining diversity and promoting and encouraging broad participation in our company, include:

- 75% LGBTQ+
 - 25% People of color, particularly Black, African American, Latinx and Indigenous people
 - 25% Women
 - 15% Veterans
 - 15% Persons with disabilities
- 50% of all vendors we work with will be women-owned, minority, veteran, people with disabilities and LGBTQ+ certified vendors. We will partner with vendors in the following percentages:
- 50% women
 - 75% minorities
 - 10% veterans
 - 10% persons with disabilities
 - 30% LGBTQ+

Our Program: We will work to provide mentorship, apprentice, and incubation programs to promote equity for women, minorities, veterans, people with disabilities and LGBTQ+; and include them in the operations of our Marijuana Establishment. Our programmatic efforts include:

- Our **MENTORSHIP PROGRAM** will serve to influence, guide, and promote equity among diverse mentees to help drive their personal and professional growth in the Massachusetts legal cannabis industry, and to help mentees gain proficiency with cannabis systems and tools. This program will take on 4 mentees annually (1 per quarter), and focus on building and growing a business, complying with local and state regulations, and handling and storing cannabis inventory. To identify qualified individuals for our program, we will post advertisements in local newspapers seeking Massachusetts residents from diverse communities and backgrounds - for our cannabis mentorship program, with the possibility of part-time or full-time employment following the program's completion.
- Our **VENDOR LOYALTY PROGRAM** will provide women-owned, minority, veteran, people with disabilities and LGBTQ+ certified partner vendors with testimonials, referrals, and the first right to additional engagements. This will ensure we achieve our goal that 50% of all vendors we work with will be women-owned, minority, veteran, people with disabilities and LGBTQ+ certified vendors, while at the same time supporting and promoting these vendors.

Metrics and Measurements: To properly assess the progress and success of our effort to promote and encourage full participation in the regulated cannabis industry by women, minorities, veterans, people with disabilities and LGBTQ+, and to positively impact this specific community, we will measure the progress and success of this plan on a quarterly basis and at least annually (one year from provisional licensure, and each year thereafter) upon renewal.

In measuring the success of our diversity programs, we will ensure that we:

- Count the number of mentees trained who are women, minority, veteran, people with disabilities and from the LGBTQ+ community. This number will be assessed from the total number of mentees trained to ensure that 100%% of all mentees trained fall within this goal.
- Count the number of individuals hired who are women, minority, veteran, people with disabilities and from the LGBTQ+ community. This number will be assessed from the total number of individuals hired to ensure that 100%% of all individuals hired fall within this goal.
- Work with vendors who promote equity among women, minorities, veterans, people with disabilities and LGBTQ+. As noted above, we will partner with vendors in the following percentages:
 - 50% women
 - 75% minorities
 - 10% veterans
 - 10% persons with disabilities
 - 30% LGBTQ+
- Provide one exit survey to each trained participant (following their training) to collect feedback data to measure mentee feelings and perceptions about the diversity within the Company and the attitudes towards supporting and promoting equity among individuals from diverse communities.
- Count the number of vendor testimonials, referrals, and new engagements we provide to the diverse vendors we work with (50% of all will be women-owned, minority, veteran, people with disabilities and LGBTQ+ certified vendors).

Acknowledgement: The Company affirmatively states the following:

1. The progress or success of our plan must and will be documented upon renewal (one year from provisional licensure, and each year thereafter).
2. We acknowledge and are aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and
3. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.