



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283502
Original Issued Date: 04/04/2022
Issued Date: 04/04/2022
Expiration Date: 04/04/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: STANDISH GREEN GROUP, LLC

Phone Number: 781-983-1404 Email Address: paul@martignetti.us

Business Address 1: 663 Lawrence Street

Business Address 2:

Business City: Lowell

Business State: MA

Business Zip Code: 01852

Mailing Address 1: 29 High Street

Mailing Address 2:

Mailing City: Woburn

Mailing State: MA

Mailing Zip Code: 01801

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: 25

Percentage Of Control: 25

Role: Manager

Other Role:

First Name: Paul

Last Name: Martignetti

Suffix:

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

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 25 Percentage Of Control: 25
Role: Manager Other Role:
First Name: Anthony Last Name: Martignetti Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 25 Percentage Of Control: 25
Role: Manager Other Role:
First Name: Michelina Last Name: Mawn Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 25 Percentage Of Control: 25
Role: Manager Other Role:
First Name: Beniamino Last Name: Martignetti Suffix: Jr.
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: 663 Lawrence Street
Establishment Address 2:
Establishment City: Lowell Establishment Zip Code: 01852

Date generated: 05/02/2022

Approximate square footage of the Establishment: 15000

How many abutters does this property have?: 132

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 03: 10,001 to 20,000 sq. ft Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	STANDISH GREEN HCA cert 5-10-21.pdf	pdf	609a8d5985675207abc7b134	05/11/2021
Plan to Remain Compliant with Local Zoning	STANDISH GREEN PLAN TO REMAIN COMPLIANT WTH LOCAL ZONING.pdf	pdf	609aa1748f80610756a136a9	05/11/2021
Community Outreach Meeting Documentation	Standish Green_COM Documentation 5-10-21.pdf	pdf	609ae6f0247e180786c9715c	05/11/2021

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	Standish Green_Positive Impact Plan 6-14-21.pdf	pdf	60c76249839da0211ee1f891	06/14/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager

Other Role:

First Name: Paul

Last Name: Martignetti Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Manager

Other Role:

First Name: Anthony

Last Name: Martignetti Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Manager

Other Role:

First Name: Beniamino

Last Name: Martignetti Suffix: Jr.

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Manager

Other Role:

First Name: Michelina

Last Name: Mawn 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	STANDISH GREEN CERT of GS 5-12-21.pdf	pdf	609c240d247e180786c97524	05/12/2021
Articles of Organization	STANDISH GREEN CERT of ORG 5-12-21.pdf	pdf	609c24203bbe600765b4eb80	05/12/2021
Bylaws	STANDISH GREEN signed OPERATING AGREEMENT 5-13-21.pdf	pdf	609c477409011007a03d29a4	05/12/2021
Department of Revenue - Certificate of Good standing	STANDISH GREEN - Cert of Good Standing MADUAA 5-19-21.pdf	pdf	60a53aee6f8420077bfca5f5	05/19/2021
Department of Revenue - Certificate of Good standing	STANDISH GREEN - Cert of Good Standing DOR.pdf	pdf	60ad081929792707e0b73b10	05/25/2021

No documents uploaded

Massachusetts Business Identification Number: 001469758

Doing-Business-As Name:

DBA Registration City: Woburn

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	STANDISH GREEN Plan for Obtaining Liability Insurance 5-13-21.pdf	pdf	609d22f6954bd3079c691f1c	05/13/2021
Business Plan	Standish Green Group Business plan for CCC 5-13-21.pdf	pdf	609d3076b15b200795553530	05/13/2021
Proposed Timeline	STANDISH GREEN Proposed Timeline FINAL 5-26-21.pdf	pdf	60ad494ea57e2e07ed2d3ca6	05/25/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Policies and Procedures for cultivating.	STANDISH GREEN Policies and Procedures for Cultivating 5-13-21.pdf	pdf	609d2808031c12076ccf466a	05/13/2021
Restricting Access to age 21 and older	STANDISH GREEN Plan for Restricting Access to Age 21 and Older 5-13-21.pdf	pdf	609d28b509011007a03d2af3	05/13/2021
Security plan	STANDISH GREEN Security Plan 5-13-21.pdf	pdf	609d29308ecb05074fe6bdfc	05/13/2021
Prevention of diversion	STANDISH GREEN Prevention of Diversion 5-13-21.pdf	pdf	609d29aa85675207abc7bb5f	05/13/2021
Storage of marijuana	STANDISH GREEN Storage of Marijuana 5-13-21.pdf	pdf	609d2a0b09011007a03d2b07	05/13/2021
Transportation of marijuana	STANDISH GREEN Transportation of Marijuana 5-13-21.pdf	pdf	609d2a7f3fd8b2075df9f198	05/13/2021
Inventory procedures	STANDISH GREEN Inventory Procedures 5-13-21.pdf	pdf	609d2ade85675207abc7bb6a	05/13/2021
Quality control and testing	STANDISH GREEN Quality Control and Testing 5-13-21.pdf	pdf	609d2b45b15b2007955534fa	05/13/2021
Personnel policies including background checks	STANDISH GREEN Personnel Policies Including Background Checks 5-13-21.pdf	pdf	609d2c258ecb05074fe6be0c	05/13/2021
Record Keeping procedures	STANDISH GREEN Recordkeeping Procedures 5-13-21.pdf	pdf	609d2c988ecb05074fe6be10	05/13/2021
Maintaining of financial records	STANDISH GREEN Maintaining of Financial Records 5-13-21.pdf	pdf	609d2cff68436d078d6b4561	05/13/2021
Qualifications and training	STANDISH GREEN Qualifications and Training 5-13-21.pdf	pdf	609d2de409011007a03d2b24	05/13/2021
Energy Compliance Plan	STANDISH GREEN Energy Compliance Plan 5-13-21.pdf	pdf	609d2e563bbe600765b4edfe	05/13/2021
Diversity plan	Standish Green_Diversity Plan August 24 2021.pdf	pdf	6124fd3c42744807726e17b7	08/24/2021

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: 6:00 PM
Tuesday From: 8:00 AM	Tuesday To: 6:00 PM
Wednesday From: 8:00 AM	Wednesday To: 6:00 PM
Thursday From: 8:00 AM	Thursday To: 6:00 PM
Friday From: 8:00 AM	Friday To: 6:00 PM
Saturday From: 8:00 AM	Saturday To: 6:00 PM
Sunday From: 8:00 AM	Sunday To: 6:00 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:

Standish Green Group, LLC

2. Name of applicant's authorized representative:

Paul Martignetti

3. Signature of applicant's authorized representative:

4. Name of municipality:

City of Lowell

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

Eileen Donoghue, City Manager

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

Giles Dwyer

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).*):

eslagle@lowellma.gov

8. Host community agreement execution date:

4/27/2021



PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Standish Green Group, LLC (“Standish Green”) will remain compliant at all times with the local zoning requirements set forth in the City of Lowell’s Zoning Ordinance. Standish Green’s proposed Marijuana Cultivator and Marijuana Product Manufacturer facility is located in the Light Industrial Zoning District, where the proposed facility is allowed by right.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12.

Standish Green will apply for any local permits required to operate a Marijuana Cultivator and Marijuana Product Manufacturer facility at the proposed location. Standish Green will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Cultivator and Marijuana Product Manufacturer at Standish Green’s proposed location.

Standish Green has already attended several meetings with various municipal officials and boards to discuss Standish Green’s plans for a proposed Marijuana Cultivator and Marijuana Product Manufacturer facility and has executed a Host Community Agreement with Lowell. Standish Green will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Standish Green’s proposed facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

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):
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:

b. Name of publication:

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:

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:

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:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



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

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



PUBLIC NOTICE

NOTICE OF PUBLIC HEARING - continuation The Town of Dunstable Zoning Board of Appeals hold a continuation of the public hearing, which was opened on November 19th, 2020, on Wednesday, March 3rd, 2021 at 7:00 p.m. to consider the application of Kady and David Gelineau of 257 Pleasant Street for an administrative appeal relating to the property at 253 Pleasant Street pursuant to section 6.1 of the Dunstable Zoning Bylaws.

All interested persons should attend this hearing. A copy of the application is available for review at the office of the Town Clerk.

PLEASE NOTE: Due to the COVID-19 pandemic and State of Emergency in Massachusetts, this hearing may be conducted by remote participation. If this hearing is to be held remotely, instructions on how to participate will be posted on the Town of Dunstable website, www.dunstable-ma.gov. Please call Town Hall with any questions at 978-649-4514.

February 17 24 2021

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PUBLIC NOTICE

The Town of Dracut is seeking bids pursuant to M.G.L. c. 30, § 39M from qualified contractors for on-call services for repairs of ruptured or leaking water mains and service lines within the Kenwood Water Distribution System in Dracut, MA 01826. Bids are due and will be opened in the Town Manager's Conference Room, 62 Arlington Street, Dracut, MA 01826 no later than March 4, 2021 at 11AM. Bid packages will be available by emailing boconnor@dracutma.gov. The Town of Dracut reserves the right to amend or cancel this IFB, accept or reject any and all bids and waive minor informalities. By: Barbara O'Connor, Purchasing Agent (978) 770-2584.

February 17 2021

7030 TRUCKS

Two Silverado pickup trucks for sale

1st 2014 1500 Silverado extended cab 2-wheel drive mileage 33,000
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PUBLIC NOTICE

COUNTY Alice Njoroge Petitioner/Plaintiff and Alexander M. Mungai Respondent/Defendant Case No. D202001754 SUMMONS (Family Law) WARNING: THIS IS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS. READ THIS SUMMONS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT AN ATTORNEY FOR LEGAL ADVICE. FROM THE STATE OF ARIZONA TO Alexander M. Mungai. 1. A lawsuit has been filed against you. A copy of the lawsuit and other related court paperwork is served on you with this Summons. 2. If you do not want a judgment taken against you without your input, you must file a Response in writing with the Court, and you must pay the required filing fee. To file your Response, take or send the papers to: Office of the Clerk of the Superior Court, 971 Jason Lopez Circle Bldg. A, Florence, AZ 85132. Mail a copy of the Response to the, the Petitioner, at the address listed on the top of this Summons. 3. If this Summons and the other court papers were served on you within the State of Arizona, your Response must be filed within TWENTY (20) CALENDAR DAYS from the date of the service, not counting the day of service. If the papers were served on you outside the State of Arizona, your Response must be filed within THIRTY (30) CALENDAR DAYS, not counting the day of service. 4. Requests for reasonable accommodations for persons with disabilities must be made to the court by parties at least 3 working days in advance of a scheduled court proceeding. GIVEN under my hand and the Seal of the Superior Court of the State of Arizona in and for the County of Pinal this day 23 rd day of Nov, 2020 Rebecca Padilla, CLERK OF THE SUPERIOR COURT By /s/ Anne Poe Deputy Clerk ARIZONA SUPERIOR COURT Pinal COUNTY SEAL PUBLISH:

February 3, 10, 17, 24,

ANNOUNCEMENTS

PUBLIC NOTICE

Commonwealth of Massachusetts The Trial Court - Probate and Family Court Docket No. MI19P2893EA Middlesex Probate and Family Court 208 Cambridge Street, Cambridge, MA 02141 (617)768-5800 CITATION ON PETITION FOR FORMAL ADJUDICATION Estate of: Karl G Aeder Date of Death: 12/13/2018. To all interested persons: A Petition for S/A - Formal Probate of Will with Appointment of Personal Representative has been filed by Andrea C Weed of Westford 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 Andrea C Weed of Westford MA be appointed as Personal

Representatives of said estate to serve Without Surety on the bond in an unsupervised administration.

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 10:00 a.m. on the return day of 02/24/2021. 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 in an unsupervised administration 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. Maureen H Monks, First Justice of this Court, Date: January 27, 2021. Tara E. DeCristofaro, Register of Probate February 17 2021



PUBLIC NOTICE

INVITATION TO BID The Tewksbury School Department will receive sealed bids for: JOHN F. RYAN SCHOOL ROOF RESTORATION until 1:00 P.M., March 10, 2021 at the Office of the Business Manager, Center School, 139 Pleasant Street, Tewksbury, Massachusetts 01876. Bid Specifications and Bid Forms may be obtained by emailing meuse@tewksbury.k12.ma.us after 1:00 pm on February 17, 2021. Bidding procedures shall be in accordance with Massachusetts General Laws. The Tewksbury School Department reserves the right to reject any and all bids, to adjust the items specified and to waive any informalities in bidding, if deemed to be in the public interest to do so. For the Tewksbury School Department David Libby Business Manager February 17 2021

PUBLIC NOTICE

NOTICE OF COMMUNITY OUTREACH MEETING STANDISH GREEN GROUP, LLC

Notice is hereby given that Standish Green Group, LLC will hold a Virtual Community Outreach Meeting on March 4, 2021 at 6:00 PM relative to its proposal to site an Adult Use Marijuana Cultivator and Product Manufacturer at 663 Lawrence Street in Lowell. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq. The Virtual Community Outreach Meeting via Zoom is available at https://us02web.zoom.us/j/88513357442. Participants may also dial in by telephone using the phone number: 312-626-6799 with meeting ID 88513357442.

A copy of the meeting presentation will be made available at least 24 hours prior to the meeting at StandishGreenGroup.squarespace.com.

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the meeting after the presentation.

February 17 2021

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MILITARY ITEMS Swords, knives, medals, bayonets, helmets, flags, uniforms, guns. 603-886-7246

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EMPLOYMENT

4002 GENERAL

MMA Operator I The City of Lowell is seeking candidates for the position Operator I in the Wastewater Treatment Plant. The position reports directly to Head Treatment Plant Operator and Operations Superintendent and is responsible for operating, maintaining, and repairing sewage treatment machinery and equipment, makes routine laboratory tests and sewage at various stages of treatment, takes and records readings of instruments, adjustments in equipment and maintains operations log. Driver's license required. Salary range: \$689.96 (min) to \$840.24 (max) w/o licenses; \$867.74 (min) to \$1,058.46 (max) with appropriate licenses; 40 hours per week; various shifts; operates on 24 hour basis. A full description is available on https://www.lowellma.gov/Jobs.aspx. Interested individuals send resume, cover letter, and references to Mary Callery, Human Relations Director, City of Lowell, 375 Merrimack Street Room 19, Lowell, MA 01852 by the deadline of Open Until Filled. EOE/AA/504 Employer

REAL ESTATE

6045 APARTMENT RENTALS

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Old Orchard Beach Maine 2 Separate Houses for Rent

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THE SUN

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Notice is hereby given that Standish Green Group, LLC will hold a Virtual Community Outreach Meeting on **March 4, 2021** at 6:00 PM relative to its proposal to site an Adult Use Marijuana Cultivator and Product Manufacturer at 663 Lawrence Street in Lowell.

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The Virtual Community Outreach Meeting via Zoom is available at <https://us02web.zoom.us/j/88513357442>. Participants may also dial in by telephone using the phone number: 312-626-6799 with meeting ID 88513357442#. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting at StandishGreenGroup.squarespace.com.

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the meeting after the presentation.

From: "Geary, Michael" <mgeary@lowellma.gov>
Date: Friday, January 29, 2021 at 9:21 AM
To: Rebecca Rutenberg <rebecca@vicentesederberg.com>
Subject: RE: Standish Green Group, LLC - Public Meeting Notice

All set

From: Rebecca Rutenberg <rebecca@vicentesederberg.com>
Sent: Friday, January 29, 2021 9:16 AM
To: Geary, Michael <mgeary@lowellma.gov>
Subject: Standish Green Group, LLC - Public Meeting Notice

Hello,

Please find the attached public meeting notice on behalf of Standish Green Group, LLC. I would be appreciative if you are able to confirm receipt.

Becca

--

Rebecca Rutenberg
Director of Strategic Affairs

Vicente Sederberg LLP
2 Seaport Ln., 11th Floor
Boston, MA 02210
Cell: 610-675-5958
Rebecca@VicenteSederberg.com
VicenteSederberg.com

[Confidentiality Notice](#)

CAUTION: This email is from an EXTERNAL contact. Please do not open attachments, or click on links from unknown or suspicious senders.

NOTICE OF COMMUNITY OUTREACH MEETING STANDISH GREEN GROUP, LLC

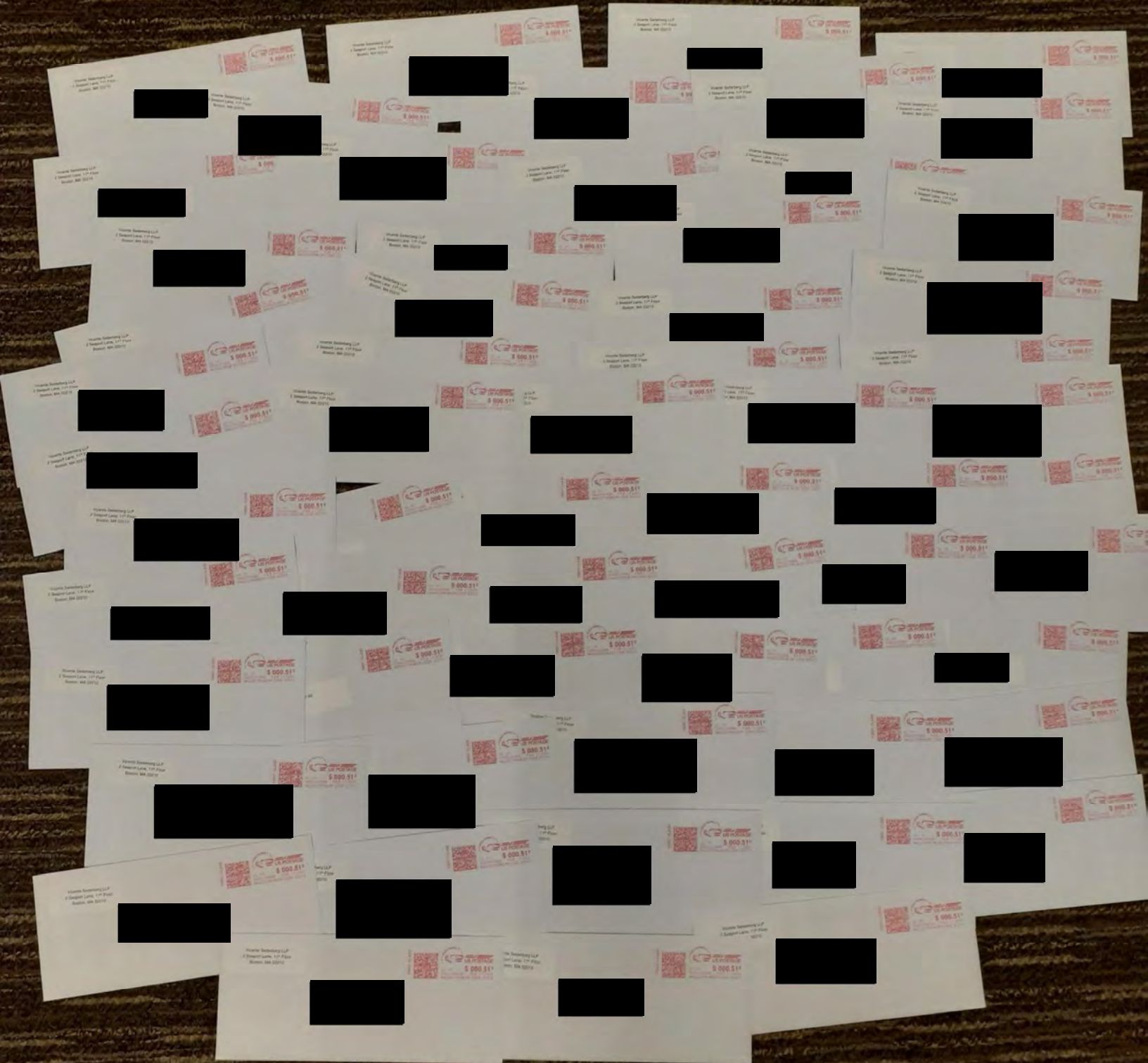
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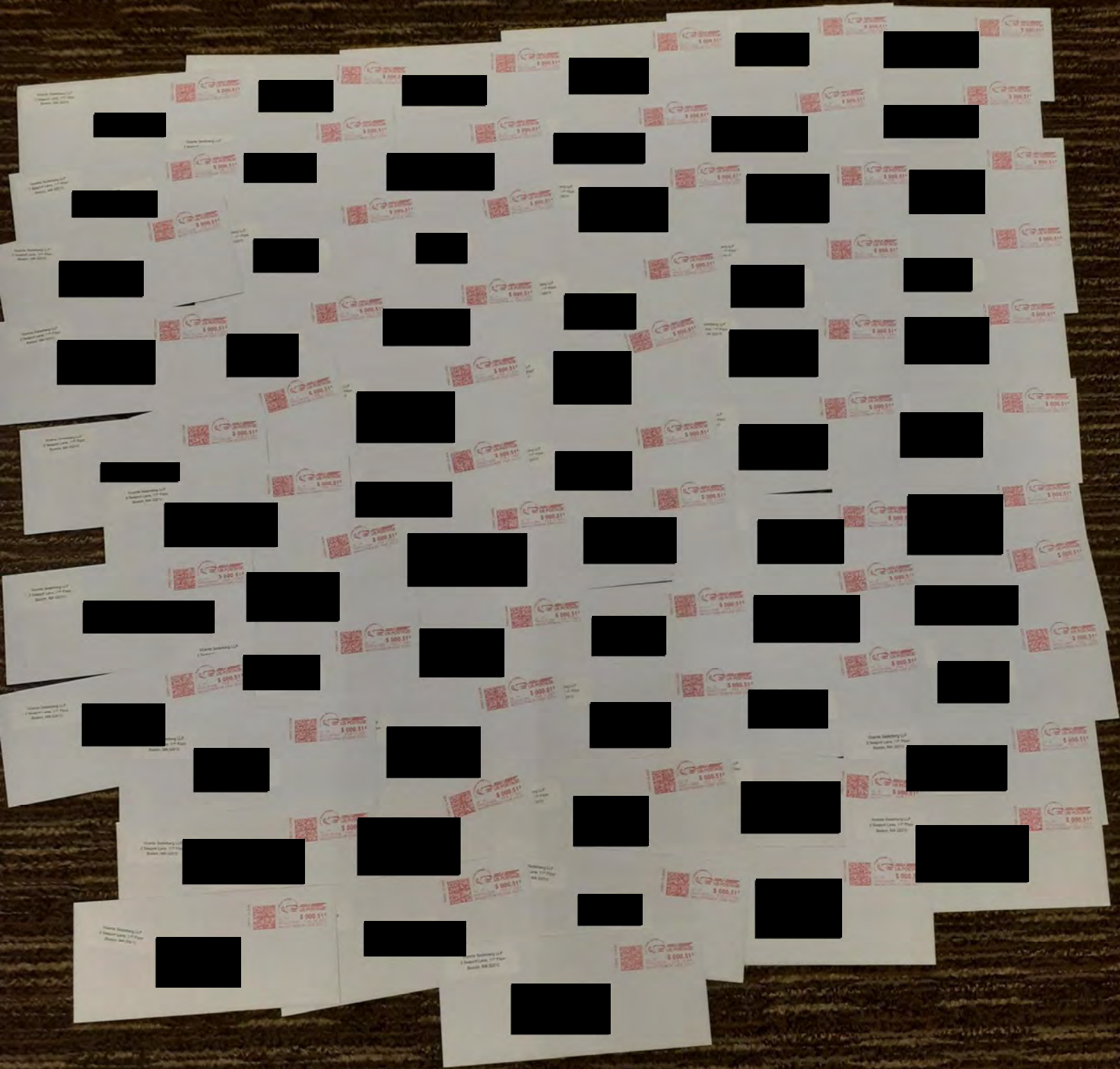
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Attachment C



Attachment C



PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Standish Green Group, LLC (“Standish Green”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

To support such populations, Standish Green has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact past or present residents of the City of Lowell.¹

Goals

In order for Standish Green to positively impact past or present residents of the City of Lowell, Standish Green has established the following goals:

- Engage in hiring initiatives to employ past or present residents of the City of Lowell such that 10% of our staff is comprised of past or present residents of the City of Lowell; and
- Provide twice-annual educational seminars to past or present residents of the City of Lowell to promote their entry into the cannabis industry.

Programs

Standish Green has developed specific programs to effectuate its stated goals to positively impact past or present residents of the City of Lowell. Such programs will include the following:

- Posting job advertisements (as jobs become available, but not less than annually) in the Lowell Sun;
- Developing a twice-annual educational seminar program for past or present residents of the City of Lowell;
 - Educational seminars will be held online and will be able to accommodate no fewer than ten (10) individuals;
 - Participants in the educational seminars will be required to attest to being a past or present resident of the City of Lowell;
 - Topics may include: marijuana cultivation; marijuana product manufacturing; compliance with Commission requirements; and job opportunities at cultivation and product manufacturing facilities.
 - Educational seminars will be advertised in the Lowell Sun.

Measurements

¹ Within the context of this Plan, “past or present residents of the City of Lowell” shall specifically refer to those individuals who reside within Census Tracts 3101, 3104, 3111, 3112, 3117, 3118, 3119, 3120, and 3124 (as identified by the Commission).

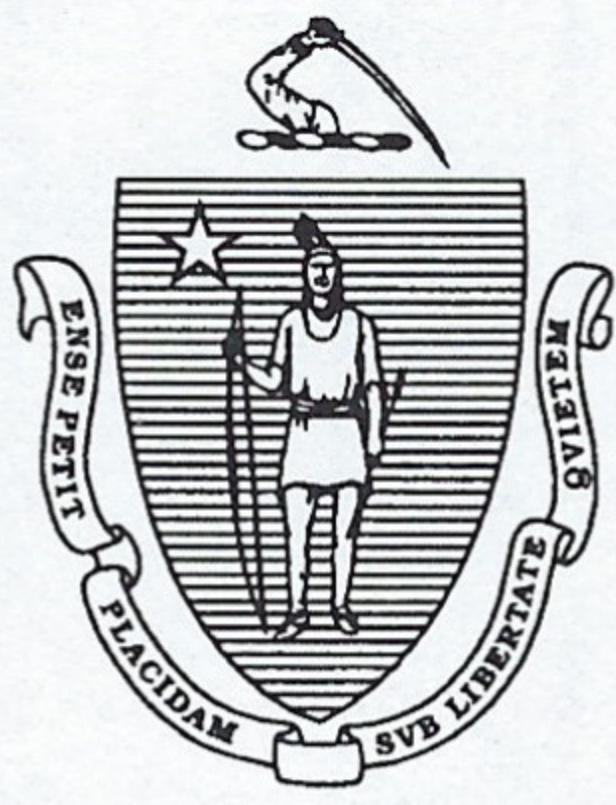
The Managers will administer the Plan and will be responsible for developing measurable outcomes to ensure Standish Green continues to meet its commitments. Such measurable outcomes, in accordance with Standish Green's goals and programs described above, include:

- Undergoing a staffing analysis to determine the number of employees who are past or present residents of the City of Lowell;
- Documenting any job advertisements or educational seminar advertisements placed with the Lowell Sun; and
- Documenting each educational seminar held, including the number of participants and the topics covered.

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

Acknowledgements

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



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

William Francis Galvin
Secretary of the
Commonwealth

April 30, 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

STANDISH GREEN GROUP, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 11, 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: **BENIAMINO MARTIGNETTI JR., ANTHONY MARTIGNETTI, MICHELINA MAWN, PAUL MARTIGNETTI**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **BENIAMINO MARTIGNETTI JR., ANTHONY MARTIGNETTI, MICHELINA MAWN, PAUL MARTIGNETTI**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **BENIAMINO MARTIGNETTI JR., ANTHONY MARTIGNETTI, MICHELINA MAWN, PAUL MARTIGNETTI**



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

William Francis Galvin

Secretary of the Commonwealth



The Commonwealth of Massachusetts
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: 001469758

1. The exact name of the limited liability company is: STANDISH GREEN GROUP, LLC

2a. Location of its principal office:

No. and Street: 29 HIGH STREET
 City or Town: WOBURN State: MA Zip: 01801 Country: USA

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

No. and Street: 29 HIGH STREET
 City or Town: WOBURN State: MA Zip: 01801 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:

TO APPLY FOR MARIJUANA ESTABLISHMENT LICENSES FROM THE CANNABIS CONTROL COMMISSION AND ANY OTHER PURPOSE FOR WHICH A LIMITED LIABILITY COMPANY MAY BE FORMED IN THE COMMONWEALTH OF MASSACHUSETTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: PAUL MARTIGNETTI, ESQ.
 No. and Street: ZERO GOVERNORS AVENUE, SUITE 6
 City or Town: MEDFORD State: MA Zip: 02155 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ANTHONY MARTIGNETTI	29 HIGH STREET WOBURN, MA 01801 USA
MANAGER	MICHELINA MAWN	29 HIGH STREET WOBURN, MA 01801 USA
MANAGER	BENIAMINO MARTIGNETTI JR.	29 HIGH STREET WOBURN, MA 01801 USA
MANAGER	PAUL MARTIGNETTI	29 HIGH STREET WOBURN, MA 01801 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ANTHONY MARTIGNETTI	29 HIGH STREET WOBURN, MA 01801 USA
REAL PROPERTY	MICHELINA MAWN	29 HIGH STREET WOBURN, MA 01801 USA
REAL PROPERTY	BENIAMINO MARTIGNETTI JR.	29 HIGH STREET WOBURN, MA 01801 USA
REAL PROPERTY	PAUL MARTIGNETTI	29 HIGH STREET WOBURN, MA 01801 USA

9. Additional matters:

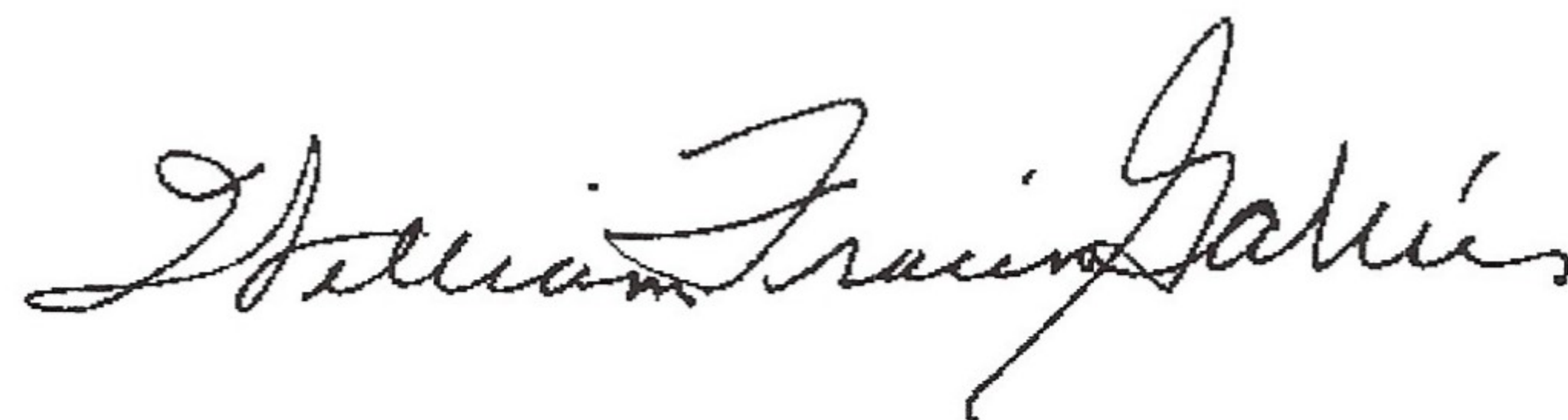
SIGNED UNDER THE PENALTIES OF PERJURY, this 11 Day of November, 2020,
PAUL MARTIGNETTI
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

November 11, 2020 11:37 AM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

STANDISH GREEN GROUP, LLC

OPERATING AGREEMENT

THIS OPERATING AGREEMENT of STANDISH GREEN GROUP, LLC (“LLC”), dated as of December 15th, 2020, is among the persons named on **SCHEDULE “A”**, attached hereto. Each of such persons is sometimes hereinafter referred to individually as a “Member,” and such persons are sometimes hereinafter referred to collectively as the “Members.”

WHEREAS, the Members intend to form a limited liability company pursuant to the Massachusetts Limited Liability Company Act (“Act”); and

WHEREAS, the Members have filed in the Office of the Secretary of State of the Commonwealth of Massachusetts a Certificate of Organization for the LLC (“Certificate”); and

WHEREAS, the Members desire to enter into this Agreement to set forth the agreements among the Members with respect to the LLC, all as more fully set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the agreements hereinafter set forth, the parties hereby agree as follows.

ARTICLE I **General Provisions**

1.01 Formation of Limited Liability Company; Foreign Qualification. The Members hereby agree to form the LLC as a limited liability company under the Act. The term of the LLC shall commence upon the filing of the Certificate in the Office of the Secretary of State of the Commonwealth of Massachusetts.

The Members shall promptly cause the Certificate to be filed. Prior to the LLC’s conducting business in any jurisdiction other than the Commonwealth of Massachusetts, the LLC shall comply, to the extent procedures are available, with all requirements necessary to qualify the LLC as a foreign limited liability company in each such jurisdiction where foreign qualification is either necessary or appropriate. Each Member shall execute, acknowledge, swear to and deliver all certificates and other instruments conforming to this Agreement that are necessary or appropriate to qualify, or, as appropriate, to continue or terminate such qualification of, the LLC as a foreign limited liability company in all such jurisdictions in which the LLC may conduct business.

1.02 Name of the LLC. The name of the LLC shall be **STANDISH GREEN GROUP, LLC**.

1.03 Business of the LLC. The general character of the business of the LLC is to apply for marijuana establishment license from the Cannabis Control Commission and to engage in any activities directly or indirectly related or incidental thereto and any other purpose for which a limited liability company may be formed in the Commonwealth of Massachusetts.

1.04 Place of Business of the LLC; Resident Agent. The address of the principal place of business of the LLC, and the office of the LLC in the Commonwealth at which the LLC will maintain its records in accordance with the Act, is:

29 High Street
Woburn, MA 01801

The LLC's resident agent for service of process in Massachusetts is:

Paul Martignetti, Esq.
Zero Governors Avenue, Suite 6
Medford, MA 02155

1.05 Duration of the LLC. The term of the LLC shall commence upon filing the Certificate, and the LLC shall have perpetual existence, unless earlier terminated in accordance with Article VII hereof.

1.06 Members' Names and Addresses. The names and business addresses of the Members are set forth on SCHEDULE "A". Additional Members may be admitted in accordance with the procedures specified in Article VI. A Member may not resign from the LLC at any time.

1.07 No Partnership. The LLC is not intended to be a general partnership, limited partnership or joint venture, and no Member shall be considered to be a partner or joint venturer of any other Member for any purposes other than foreign and domestic federal, state, provincial and local income tax purposes, and this Agreement shall not be construed to suggest otherwise.

1.08 Title to LLC Property. All property owned by the LLC, whether real or personal, tangible or intangible, shall be deemed to be owned by the LLC as an entity, and no Member, individually, shall have any ownership of such property. The LLC may hold any of its assets in its own name or in the name of its nominee, which nominee may be one or more trusts. Any property held by a nominee trust for the benefit of the LLC shall, for purposes of this Agreement, be treated as if such property were directly owned by the LLC.

1.09 Nature of Member's Interest. The interests of all of the Members in the LLC are personal property and shall not, under any circumstances, be considered real property.

1.10 Investment Representations. Each Member, by execution of this Agreement or an amendment hereto reflecting such Member's admission to the LLC, hereby represents and warrants to the LLC as follows:

- (a) It is acquiring an interest in the LLC for its own account for investment only, and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act of 1933, as amended (“Securities Act”), or any rule or regulation thereunder.
- (b) It understands that (i) the interest in the LLC it is acquiring has not been registered under the Securities Act or applicable state securities laws and cannot be resold unless subsequently registered under the Securities Act and such laws or unless an exemption from such registration is available; (ii) such registration under the Securities Act and such laws is unlikely at any time in the future, and neither the LLC nor the Members are obligated to file a registration statement under the Securities Act or such laws; and (iii) the assignment, sale, transfer, exchange or other disposition of the interests in the LLC is restricted in accordance with the terms of this Agreement.
- (c) It has had such opportunity as it has deemed adequate to ask questions of and receive answers from representatives of the LLC concerning the LLC, and to obtain from representatives of the LLC such information the LLC possesses, or can acquire without unreasonable effort or expense, as is necessary to evaluate the merits and risks of an investment in the LLC.
- (d) It has, either alone or with its professional advisors, sufficient experience in business, financial and investment matters to be able to evaluate the merits and risks involved in investing in the LLC and to make an informed investment decision with respect to such investment.
- (e) It can afford a complete loss of the value of its investment in the LLC and is able to bear the economic risk of holding such investment for an indefinite period.
- (f) If it is an entity, (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) it has full organizational power to execute and deliver this Agreement and to perform its obligations hereunder; (iii) its execution, delivery and performance of this Agreement has been authorized by all requisite action on behalf of the entity; and (iv) it has duly executed and delivered this Agreement.

ARTICLE II

Capital Contributions, Profits and Losses

2.01 Capital Contributions.

- (a) Each Member has contributed in cash to the capital of the LLC in the amount set forth opposite his or her name on **SCHEDULE “A”**,

Each Member has agreed to contribute in cash to the capital of the LLC in the amount of “Additional Capital” specified opposite his or her name on **SCHEDULE “A”**, hereto, as and when required for the conduct of the business and operations of the LLC, as determined by the

Members in accordance with Section 4.01, hereof. Upon any such determination, each Member shall be notified in writing of the need for capital and the total amount called for, and each Member shall contribute its proportionate share of the total amount called for (which share shall equal such Member's Percentage Interest, as specified on SCHEDULE "A", hereto) within 10 business days following such notice. In the event that any Member fails to contribute Additional Capital as and when required, such Member's interest shall be subject to purchase by the other Members, as provided in Section 2.01(b), below. Notwithstanding any other provision of this Agreement, no Member shall be obligated to contribute to the capital of the LLC an aggregate amount of Additional Capital in excess of the amount specified opposite his or her name on Schedule A, hereto.

(b) In the event that a Member fails to contribute all or any portion of its Additional Capital in accordance with the provisions of Section 2.01(a), above (a "Defaulting Member"), each of the other Members shall have the option to purchase the interest in the LLC of the Defaulting Member, for the purchase price specified in this Section 2.01(b). In the event that more than one of the nonDefaulting Member's desire to purchase the interest of the Defaulting Member, they shall each be entitled to purchase a portion thereof based on their respective Percentage Interests, unless all Members desiring to purchase such interest otherwise agree. In the event that more than one of the nonDefaulting Members purchases the interest of the Defaulting Member, each shall pay a portion of the total purchase price therefor (as specified below), which is allocable to the portion of the interest so purchased.

Each nonDefaulting Member shall have 30 days from the date on which the contribution of the Defaulting Member became due within which to exercise the option to purchase the interest of the Defaulting Member, by providing written notice of such exercise to all Members (Defaulting and non-Defaulting). If any non-Defaulting Member fails to notify all other Members of its election to purchase the interest of the Defaulting Member, such nonDefaulting Member shall be deemed to have elected not to purchase such interest. After any nonDefaulting Member has given such notice to the other Members, the Defaulting Member may not cure its default without the consent of all such electing nonDefaulting Members.

The aggregate purchase price for the interest of the Defaulting Member shall be (i) an amount, payable in cash or by delivery of an interest-bearing note, as described below, equal to the excess of (A) the amount of cash actually contributed to the capital of the LLC by the Defaulting Member over (B) the aggregate amount previously distributed by the LLC to the Defaulting Member, in each case prior to its default hereunder; and (ii) an undertaking to pay the Additional Capital installments required to be made by the Defaulting Member to the extent that such Additional Capital has not been contributed by the Defaulting Member. Any Member electing to purchase the interest of the Defaulting Member (a "Purchaser") may elect to pay all or any portion of the amount specified in clause (i), above, by delivery of a promissory note. Any such promissory note shall be unsecured, and shall provide for payment of equal annual installments over a term not to exceed five years, and shall bear interest at the then Applicable Federal Rate (as defined in the Internal Revenue Code of 1986 and regulations promulgated thereunder) for a note with the maturity date of such promissory note. Such promissory note shall be prepayable at any time without premium or penalty.

The closing of the acquisition of the interest of the Defaulting Member by the Purchaser(s) shall occur on the 15th day after the last day of the 30-day period during which the non-Defaulting Members may exercise the option, or, if such 15th day is not a business day, on the first business day after such 15th day. The closing shall occur at the offices of the LLC or at such other place as shall be agreed upon by the Purchasers and the Defaulting Member. At such closing, the Purchasers shall pay the purchase price for the interest of the Defaulting Member set forth above, and the Defaulting Member shall execute and deliver such agreements, instruments, and other documents, as are necessary to transfer to the Purchasers all of the Defaulting Member's right, title and interest in and to the Defaulting Member's interest in the LLC, free and clear of all liens, encumbrances and restrictions, other than liens, encumbrances and restrictions imposed under the terms of this Agreement.

Notwithstanding whether any option contained in this Section 2.01(b) is exercised, so long as a Defaulting Member remains in default, it shall have no right to vote on any matters submitted to the Members, to receive any cash distributions or to be allocated any Net Profits or Net Losses (as defined in Section 2.02 below); but any successor to such interest who shall be admitted to the LLC as a substituted Member as provided herein shall receive the benefits of the same, to the maximum extent permitted by Treasury Regulations under I.R.C. § 704(b) (as defined below).

(c) Except as provided in this Section 2.01, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid any capital contributed by it or to receive any other payment in respect of its interest in the LLC, including, without limitation, as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

2.02 Definitions. For purposes of this Agreement, the following terms shall have the meanings ascribed to them in this Section 2.02:

(a) "Capital Account" means a separate account maintained for each Member and adjusted in accordance with Regulations under I.R.C. § 704. To the extent consistent with such Regulations, the adjustments to such accounts shall include the following: there shall be credited to each Member's Capital Account the amount of any cash or the net fair market value of any property actually contributed by such Member to the capital of the LLC and such Member's share of the Net Profits of the LLC and of any items in the nature of income or gain separately allocated to the Members; and there shall be charged against each Member's Capital Account the amount of any cash and the net fair market value of any property distributed to such Member and such Member's share of the Net Losses of the LLC and of any items in the nature of losses or deductions separately allocated to the Members.

(b) "Carrying Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes; provided, however, that (i) upon a contribution of an asset

in kind, such asset's Carrying Value, and (ii) in the circumstances described in Treasury Regulations Section 1.7041(b)(2)(iv)(f), the Carrying Value of all of the Partnership's assets, shall be adjusted to their respective fair market values and shall thereafter be adjusted in accordance with the provisions of Treasury Regulations Section 1.7041(b)(2)(iv)(g).

(c) "Code" means the Internal Revenue Code of 1986, as amended.

(d) "LLC Capital" means an amount equal to the sum of all of the Members' Capital Account balances, determined immediately prior to the allocation to the Members pursuant to Sections 2.03(a)(ii) or 2.03(b)(i), of any Net Profits or Net Losses, increased by the aggregate amount of Net Profits then to be allocated to the Members pursuant to Section 2.03(a)(ii), or decreased by the aggregate amount of Net Losses then to be allocated to the Members pursuant to Section 2.03(b)(i).

(e) "Excess Negative Balance" for a Member means the excess, if any, of (i) the negative balance in a Member's Capital Account after reducing such balance by the net adjustments, allocations and distributions described in Treasury Regulations Section 1.7041(b)(2)(ii)(d)(4), (5) and (6) which, as of the end of the LLC's taxable year, are reasonably expected to be made to such Member, over (ii) the sum of (A) the amount, if any, the Member is required to restore to the LLC upon liquidation of such Member's interest in the LLC (or that is so treated pursuant to Treasury Regulations Section 1.7041(b)(2)(ii)(c)) and (B) that portion of any indebtedness of the LLC (other than "partner nonrecourse debt" as defined in Treasury Regulations Section 1.7042(d)) with respect to which the Member bears the economic risk of loss that such indebtedness would not be repaid out of the LLC's assets if all of the LLC's assets were sold at their respective Carrying Values as of the end of the fiscal year or other period, and the proceeds from the sales, together with any amounts described in clause (A), above, were used to pay the LLC's liabilities.

(f) "Net Profits" and "Net Losses" mean the taxable income or loss, as the case may be, as determined in accordance with I.R.C. § 703(a) (for this purpose, all items of income, gain, loss or deduction required to be separately stated pursuant to I.R.C. § 703(a)(1) shall be included in taxable income or loss), computed with the following adjustments:

(i) items of gain, loss and deduction shall be computed based on the Carrying Values of the LLC's assets (in accordance with Treasury Regulations Sections 1.7041(b)(2)(iv)(g) and 1.7043(d)), rather than upon the assets' adjusted bases for federal income tax purposes;

(ii) any tax-exempt income received by the LLC shall be included as an item of gross income;

(iii) the amount of any adjustments to the Carrying Values of any assets of the LLC pursuant to I.R.C. § 743 shall not be taken into account; and

2.04 Allocations of Nonrecourse Deductions and Minimum Gain. Notwithstanding the provisions of Section 2.03, above, if, at any time, the LLC incurs any "nonrecourse debt" (i.e., debt that is treated as nonrecourse for purposes of Treasury Regulations Section 1.10012), the following provisions will apply notwithstanding anything to the contrary expressed elsewhere in this Agreement:

(i) "Nonrecourse deductions" (as defined in Treasury Regulations Sections 1.7042(b) and (c)) other than deductions attributable to "partner nonrecourse debt" (as defined in Treasury Regulation Section 1.7042(b)(4)) shall be allocated in the same manner as are Net Profits or Net Losses;

(ii) Nonrecourse deductions attributable to partner nonrecourse debt shall be specially allocated to the Member or Members that bear the economic risk of loss associated with the debt;

(iii) If, in any year, there is a net decrease in "partnership minimum gain" (as defined in Treasury Regulations Section 1.7042(d)) or "partner nonrecourse debt minimum gain" (as defined in Treasury Regulations Section 1.7042(i)(3), Members will be specially allocated items of income or gain for such year (and/or subsequent years to the extent necessary) in accordance with the "minimum gain charge back" provisions of Treasury Regulations Section 1.7042(f) and/or Treasury Regulations Section 1.7042(i)(5); and

(iv) For purposes of (i) calculating a Member's Excess Negative Balance, (ii) calculating the amount of LLC Capital and (iii) making the allocations set forth in Section 2.03 hereof, each Member's Capital Account balance shall be increased by the Member's share of minimum gain and of partner nonrecourse debt minimum gain (as determined pursuant to Treasury Regulations Sections 1.7042(g) and 1.7042(i)(5), respectively).

2.05 Overriding Allocations of Net Profits and Net Losses. Notwithstanding the provisions of Section 2.03, above, but subject to the provisions of Section 2.04, above, the following allocations of Net Profits and Net Losses and items thereof shall be made:

(a) If, during any year a Member receives any adjustment, allocation or distribution described in Treasury Regulations Section 1.7041(b)(2)(ii)(d)(4), (5) or (6), and, as a result of such adjustment, allocation or distribution, such Member's Capital Account has an Excess Negative Balance, then items of gross income (computed with the adjustments set forth in clauses (i), (ii) and (iii) of Section 2.02(f) hereof) for such year (and, if necessary, subsequent years) shall be allocated to such Member in an amount equal to such Member's Excess Negative Balance.

(b) In no event shall Net Losses of the LLC be allocated to a Member if such allocation would cause or increase an Excess Negative Balance in such Member's Capital Account.

(iv) any expenditure of the LLC described in I.R.C. § 705(a)(2)(B) (including any expenditures treated as being described in Section 705(a)(2)(B), pursuant to Treasury Regulations under I.R.C. § 704(b)) shall be treated as a deductible expense.

2.03 General Allocations of Net Profits and Net Losses.

(a) Except as provided in Sections 2.04 and 2.05 below (which shall be applied first), any Net Profits of the LLC shall be allocated as follows:

(i) first, to any Members having negative Capital Account balances, in proportion to and to the extent of such negative balances; and

(ii) second, the balance, if any, to the Members in such proportions and in such amounts as would result in the respective Capital Account balance of each Member equaling, as nearly as possible, such Member's share of the then LLC Capital, determined by calculating the amount the Member would receive if an amount equal to the LLC Capital were distributed to the Members in accordance with the provisions of Section 3.02 hereof (as modified by Section 2.01(b)).

(b) Except as provided in Sections 2.04 and 2.05 below (which shall be applied first), any Net Losses of the LLC shall be allocated among the Members as follows:

(i) first, to each Member with a positive Capital Account balance, in the amount of such positive balance; provided, however, that if the amount of Net Losses to be allocated is less than the sum of the Capital Account balances of all Members having positive Capital Account balances, then the Net Losses shall be allocated to the Members in such proportions and in such amounts as would result in the respective Capital Account balance of each Member equaling, as nearly as possible, such Member's share of the then LLC Capital determined as set forth in Section 2.03(a)(ii), above; and

(ii) second, the balance, if any, to the Members in accordance with their Percentage Interests.

(c) If the amount of Net Profits allocable to the Members pursuant to Section 2.03(a)(ii), or the amount of Net Losses allocable to them pursuant to Section 2.03(b)(i), is insufficient to allow the Capital Account balance of each Member to equal such Member's share of the LLC Capital, such Net Profits or Net Losses shall be allocated among the Members in such a manner as to decrease the differences between the Members' respective Capital Account balances and their respective shares of the LLC Capital in proportion to such differences.

(c) Except as otherwise provided herein or as required by I.R.C. § 704, for tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to the Members in the same manner as are Net Profits and Net Losses; provided, however, that if the Carrying Value of any property of the LLC differs from its adjusted basis for tax purposes, then items of income, gain, loss, deduction or credit related to such property for tax purposes shall be allocated among the Members so as to take account of the variation between the adjusted basis of the property for tax purposes and its Carrying Value in the manner provided for under I.R.C. § 704(c).

2.06 Allocations upon Transfer or Admission. In the event that a Member acquires an interest in the LLC either by transfer from another Member or by acquisition from the LLC, an equal portion of the Net Profits, Net Losses and Nonrecourse Deductions from operations of the LLC for the year in which such acquisition occurs shall be allocated to each day of such year, and the Net Profits, Net Losses and Nonrecourse Deductions so allocated to the portion of the year prior to the date of the acquisition of the interest in the LLC by the Member shall be allocated among the Members without giving effect to such acquisition, and the Net Profits, Net Losses and Nonrecourse Deductions so allocated to the portion of the year from and after the date of the acquisition of such interest shall be allocated among the Members by giving effect to such acquisition. Net Profits, Net Losses and Nonrecourse Deductions from a capital transaction shall be allocated among the Members based upon the actual ownership of interests in the LLC on the date of the capital transaction giving rise to such Net Profits, Net Losses and Nonrecourse Deductions.

ARTICLE III **Cash Distributions**

3.01 Definitions. For purposes of this Agreement, the term "Distributable Cash" means, with respect to any fiscal period, the excess of all cash receipts of the LLC from any source whatsoever; cash generated from normal operations; sales of assets; proceeds of borrowings; capital contributions of the Members; proceeds from a capital transaction; and any and all other sources over the sum of the following amounts:

- (i) any cash disbursements for items that are customarily considered to be "operating expenses," including salary and bonus payments, employee benefits costs and rental payments for space and equipment;
- (ii) payments of interest, principal and premium and points and other costs of borrowing under any indebtedness of the LLC, including, without limitation, any loans from any Member made pursuant to Section 4.08;
- (iii) payments made to purchase capital assets, and for capital construction, rehabilitation and acquisitions; and
- (iv) amounts set aside as reserves for working capital, contingent liabilities or replacements, or for any of the expenditures described in clauses (i), (ii) and (iii), above.

that are deemed to be necessary by the Members to meet the current and anticipated future needs of the LLC.

3.02 *Distribution of Distributable Cash.* Except as provided in Section 2.01(b) and Section 7.02(b) below, Distributable Cash of the LLC shall be distributed to the Members, at such times and in such amounts as the Members may determine, in the proportions that their respective Percentage Interests bear to each other.

3.03 *Distributions in Kind.* A Member, regardless of the nature of his or her contribution to the LLC, shall have no right to demand or receive any distribution from the LLC in any form other than cash. The LLC may, at any time and from time to time, make distributions in kind to the Members. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Members. Any Member entitled to any interest in such assets shall, unless otherwise determined by the Members, receive separate assets of the LLC and not an interest as a tenant in common with other Members so entitled in any asset being distributed.

3.04 *Distributions upon Transfer or Admission.* In the event that a Member acquires an interest in the LLC either by transfer from another Member or by acquisition from the LLC, an equal portion of the Distributable Cash (other than Distributable Cash from a capital transaction) of the LLC for the year in which such acquisition occurs shall be allocated to each day of such year, and such Distributable Cash so allocated to the portion of the year prior to the date of the acquisition of the interest in the LLC by the Member shall be distributed among the Members without giving effect to such acquisition, and such Distributable Cash so allocated to the portion of the year from and after the date of the acquisition of such interest shall be distributed among the Members by giving effect to such acquisition. Distributable Cash from a capital transaction or upon the liquidation of the LLC shall be distributed to the Members based on the actual ownership of interests in the LLC on the date of the event giving rise to such Distributable Cash.

ARTICLE IV **Management**

4.01 *Management of the LLC.*

(a) Subject to the provisions of this Agreement and the Act, all powers shall be exercised by, or under the authority of, and the business and affairs of the LLC shall be controlled by the Managers as are elected by the Members. The LLC has six (6) Managers, whose names and addresses are as follows:

BENIAMINO MARTIGNETTI, JR.
29 High Street
Woburn, MA 01801

MICHELINA MAWN
29 High Street
Woburn, MA 01801

ANTHONY MARTIGNETTI, a/k/a ANTONIO MARTIGNETTI
29 High Street
Woburn, MA 01801

PAUL MARTIGNETTI
29 High Street
Woburn, MA 01801

(b) Except to the extent that this Agreement specifically provides for a higher or lower number or percentage of Members, all decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by action of the Managers. Subject to the foregoing, the Managers shall have the exclusive right and full authority to manage, conduct and operate the LLC business.

Specifically, but not by way of limitation, the Managers shall be authorized, for and on behalf of the LLC, to do as follows:

(i) borrow money, to issue evidences of indebtedness and to guarantee the debts of others for whatever purposes they may specify, whether or not related to the LLC or the LLC's assets, and, as security therefor, to mortgage, pledge or otherwise encumber the assets of the LLC;

(ii) to cause to be paid on or before the due date thereof all amounts due and payable by the LLC to any person or entity;

(iii) to employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the LLC, whether or not any such persons so employed are Members or are affiliated or related to any Member; and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Members shall in their sole discretion determine;

(iv) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as they may determine and upon such evidence as they may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;

(v) to pay any and all fees and to make any and all expenditures that the Members, in their discretion, deem necessary or appropriate in connection with the organization of the LLC, and the carrying out of its obligations and responsibilities under this or any other Agreement;

(vi) to cause the LLC's property to be maintained, operated and insured in a manner that satisfies in all respects the obligations imposed with respect to such maintenance and operation by law, by any mortgages encumbering such property from time to time, and by any lease, agreement or rental arrangement pertaining to such property;

(vii) to lease, sell, finance or refinance all or any portion of the LLC's property;

(viii) to cause the LLC to make or revoke any of the elections referred to in I.R.C. §§ 108, 704, 709, 754 and 1017 or any similar provisions enacted in lieu thereof, and in any other Section of the Code;

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

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

(xi) to deal with, or otherwise engage in business with, or provide services to and receive compensation therefor from, any person who has provided or may in the future provide any services to, lend money to, sell property to or purchase property from the LLC, including, without limitation, a Member;

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

(xiii) to compromise the obligation of a Member to make a contribution to the capital of the LLC or to return to the LLC money or other property paid or distributed to such Member in violation of this Agreement or the Act;

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

(xv) to exercise all powers and authority granted by the Act to members, except as otherwise specifically provided in this Agreement.

(c) The Manager is authorized to execute, deliver and file on behalf of the LLC any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts. The Manager is authorized to execute, acknowledge, deliver and record on behalf of the LLC any recordable instrument purporting to affect an interest in real property.

The signature of any one Manager on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof and conclusively evidence the authority of such the Manager and the LLC with respect thereto, and no third party need look to any other evidence, or require the joinder or consent of any other party.

4.04 Tax Matters Partner. MICHELINA MAWN shall be the Manager regarding tax matters for the LLC pursuant to I.R.C. §§ 6221 through 6231.

4.05 Liability of the Members; Indemnification.

Neither the Manager, nor any of their respective Affiliates (as hereinafter defined) shall have any liability to the LLC or to any other Member for any loss suffered by the LLC that arises out of any action or inaction of such Manager or their Affiliates, if such Manager or its Affiliates, as the case may be, in good faith, determined that such course of conduct was in the best interests of the LLC and such course of conduct did not constitute gross negligence or willful misconduct of such Manager or its Affiliates. Each Manager and its Affiliates shall be indemnified by the LLC against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by them with respect to actions taken by them on behalf of the LLC, provided that the same were not the result of gross negligence or willful misconduct on the part of such Manager or their Affiliates. Any indemnity under this Section 4.05 shall be paid from, and only to the extent of, LLC assets, and no Member or Manager shall have any personal liability on account thereof.

For purposes of this Agreement, the term "Affiliate" shall mean, with respect to any specified person or entity, (i) any person or entity that directly or indirectly controls, is controlled by, or is under common control with such specified person or entity; (ii) any person or entity that directly or indirectly controls 10 percent or more of the outstanding equity securities of the specified entity or of which the specified person or entity is directly or indirectly the owner of 10 percent or more of any class of equity securities; (iii) any person or entity that is an officer of, director of, partner in, member in or trustee of, or serves in a similar capacity with respect to, the specified person or entity or of which the specified person or entity is an officer, director, partner, member or trustee, or with respect to which the specified person or entity serves in a similar capacity; or (iv) any person that is a member of the immediate family of the specified person ("immediate family" as used herein shall mean spouse, mother, father, brother, sister or lineal descendant).

4.06 Liability of Members. The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions; provided, however, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities.

4.07 Certain Fees and Expenses. All out-of-pocket expenses reasonably incurred by any Member in connection with the LLC's business (other than overhead and similar expenses of any Member) shall be paid by the LLC or reimbursed to the Member by the LLC.

4.08 Certain Loans from the Members to the LLC. In the event that the LLC's funds are insufficient to meet its costs, expenses, obligations, liabilities and charges, or to make any expenditure authorized by this Agreement, and additional funds are not available from the Members (pursuant to Section 2.01(a), above) or from third parties on terms acceptable to a Majority in Interest of the Members, any Member may, but shall not be obligated to, loan such funds to the LLC. Any loan made pursuant to this Section 4.08 ("Voluntary Loan") shall be nonrecourse to the Members; shall be evidenced by a promissory note; shall be unsecured; shall bear interest, compounded monthly, at a rate of interest equal to the prime rate of interest charged by Citizens Bank; shall be repaid out of the first funds available therefor and in any event prior to any distribution to any Member of Distributable Cash; and shall become due and payable in full not more than five years after the date such loan is made. If more than one Member desires to make a Voluntary Loan to fund a particular LLC deficit, each Member shall loan such portion of the required amount as the Members shall mutually agree upon, and, if they are unable to agree, they shall each loan such portion of the required amount in the proportions that their respective Percentage Interests in the LLC bear to each other.

4.09 Other Activities. The Members, Manager and any of their Affiliates may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as directors, officers, stockholders, managers, members and general or limited partners of corporations, partnerships or other LLCs with purposes similar to or the same as those of the LLC. Neither the LLC, nor any other Member or Manager, shall have any rights in or to such ventures or opportunities, or the income or profits therefrom.

ARTICLE V

Books, Records and Bank Accounts

5.01 Books and Records. The Members shall keep, or cause to be kept, just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the LLC's principal place of business, or at such other place as the Members shall determine, and all Members and their duly authorized representatives shall at all reasonable times have access to such books, as well as any information required to be made available to the Members under the Act. The Members shall not be required to deliver or mail copies of the LLC's Certificate of Organization, or copies of certificates of amendment thereto, or cancellation thereof to the Members, although such documents shall be available for review or copying by the Members at the LLC's principal place of business.

5.02 Accounting Basis and Fiscal Year. The LLC's books shall be kept on the accrual method of accounting or on such other method of accounting as the Members may from time to time determine, and shall be closed and balanced at the end of each fiscal year of the LLC. The fiscal year of the LLC shall be the calendar year or such other fiscal year as the Members may from time to time determine.

5.03 Bank Accounts. The Members shall be responsible for causing one or more accounts to be maintained in a bank (or banks), which accounts shall be used for the payment of

the expenditures incurred by the Members in connection with the business of the LLC, and in which shall be deposited any and all cash receipts of the LLC. All deposits and funds unnecessary for the operations of the LLC may be invested in short-term investments, as the Members may determine. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Members for the purposes specified in this Agreement. There shall not be deposited in any of said accounts funds other than those belonging to the LLC, and no other funds shall in any way be commingled with such funds.

5.04 Reports to Members. Within 90 days after the end of each fiscal year, the Members shall cause the LLC to furnish each Member with such information as is needed to enable the Members to file their federal income tax returns and any required state income tax returns. The cost of such reporting shall be paid by the LLC as an LLC expense. Any Member may, at any time, and at its own expense, cause an audit of the LLC books to be made by a certified public accountant of the Member's own selection. All expenses incurred by such accountant shall be borne by such Member.

ARTICLE VI

Transfers of Interests of Members

6.01 Assignment of Member's Interest. No Member may sell, transfer, assign, pledge, hypothecate or otherwise dispose of all or any part of its interest in the LLC (whether voluntarily, involuntarily or by operation of law) unless a Majority in Interest of the other Members consent to such assignment in writing, the granting or denying of which consent shall be in the other Members' absolute discretion. If any Member wishes to sell its Interest it shall first offer the Interest to the other Members. In the event of the death of any Member, the LLC or the remaining Members have the right to purchase the Interest of the deceased Member at the book value of the shares as determined by the accountant or CPA of the LLC.

ARTICLE VII

Dissolution and Termination

7.01 Events of Dissolution.

- (a) The LLC shall be dissolved:
- (i) on a date designated in writing by all Members;
 - (ii) upon the death, retirement, expulsion, bankruptcy or dissolution of a Member;
 - (iii) upon the sale or other disposition of all of the LLC's assets; or
 - (iv) upon the entry of a decree of judicial dissolution under Section 44 of the Act.
- (b) Notwithstanding the occurrence of an event specified in Section 7.01(a)(ii), the LLC shall not be dissolved, its business and affairs shall not be discontinued, and the LLC shall remain in existence as a limited liability company under the laws of the Commonwealth of Massachusetts, if all of remaining Members elect within 90 days after such occurrence to continue the LLC and its business.

8.02 Successors and Assigns. Subject to the restrictions on transfer set forth herein, this Agreement and each and every provision hereof shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors in title, heirs and assigns; and each and every successor in interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or by any other method, shall hold such interest subject to all of the terms and provisions of this Agreement.

8.03 Amendments. Except as otherwise specifically provided in this Agreement (including, without limitation, Section 6.02), this Agreement may be amended or modified only by a Majority in Interest of the Members; provided that (x) no such amendment shall increase the liability of, increase the obligations of, or adversely affect the interest of any Member, without the specific approval of such Member; (y) if any provision of this Agreement provides for the approval or consent of a greater number of Members or of Members holding a higher percentage of the total Percentage Interests of the Members, any amendment effectuated pursuant to such provision, and any amendment to such provision, shall require the approval or consent of such greater number of Members or of Members holding such higher percentage of Percentage Interests; and (z) subject to clauses (x) and (y), above, any amendment to this Section 8.03 shall require the approval of Members holding not less than two thirds of all Percentage Interests.

8.04 Partition. The Members hereby agree that no Member or any successor in interest to any Member shall have the right, while this Agreement remains in effect, to have the property of the LLC partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the LLC partitioned; and each Member, on behalf of himself or herself, his or her successors, representatives, heirs and assigns, hereby waives any such right. It is the intention of the Members that, during the term of this Agreement, the rights of the Members and their successors in interest, as among themselves, shall be governed by the terms of this Agreement; and that the right of any Member or successor in interest to assign, transfer, sell or otherwise dispose of his or her interest in the LLC shall be subject to the limitations and restrictions of this Agreement.

8.05 No Waiver. The failure of any Member to insist on strict performance of a covenant or any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Member's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

8.06 Entire Agreement. This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof.

8.07 Captions. Titles or captions of Articles or sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

8.08 Counterparts. This Agreement may be executed in a number of counterparts, all of which together shall, for all purposes, constitute one Agreement, binding on all the Members, notwithstanding that all Members have not signed the same counterpart.

8.09 Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and interpreted, construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

8.10 Gender, Etc. In the case of all terms used in this Agreement, the singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

8.11 Creditors. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditor of any Member or of the LLC, other than a Member who is such a creditor of the LLC.

IN WITNESS WHEREOF, the Members have signed and sworn to this Agreement under penalties of perjury as of the date first above written.


BENIAMINO MARTIGNETTI, JR.


ANTHONY MARTIGNETTI
a/k/a ANTONIO MARTIGNETTI


MICHELINA MAWN


PAUL MARTIGNETTI

(c) Dissolution of the LLC shall be effective on the day on which the event giving rise to the dissolution occurs, but the LLC shall not terminate until the LLC's Certificate of Organization shall have been canceled, and the assets of the LLC shall have been distributed, as provided herein. Notwithstanding the dissolution of the LLC, the business of the LLC and the affairs of its Members, as such, prior to the termination of the LLC as aforesaid, shall continue to be governed by this Agreement. A liquidator appointed by the remaining Members (who may also be a Member) shall liquidate the assets of the LLC, distribute the proceeds thereof as contemplated by this Agreement and cause the cancellation of the LLC's Certificate of Organization.

7.02 Distributions upon Liquidation.

(a) After paying liabilities owed to creditors, the liquidator shall set up such reserves as it deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the LLC. Said reserves may be paid over by such liquidator to a bank, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations, and, at the expiration of such period as such liquidator may deem advisable, such reserves shall be distributed to the Members or their assigns in the manner set forth in paragraph (b), below.

(b) After paying such liabilities and providing for such reserves, the liquidator shall cause the remaining net assets of the LLC to be distributed to all Members with positive Capital Account balances (after such balances have been adjusted to reflect all debits and credits required by applicable Treasury Regulations under I.R.C. § 704(b) for all events through and including the distribution in liquidation of the LLC), in proportion to and to the extent of such positive balances. In the event that any part of such net assets consists of notes or accounts receivable or other noncash assets, the liquidator may take whatever steps it deems appropriate to convert such assets into cash or into any other form that would facilitate the distribution thereof. If any assets of the LLC are to be distributed in kind, such assets shall be distributed on the basis of their fair market value, net of any liabilities.

ARTICLE VIII

Miscellaneous

8.01 Notices. Any and all notices, requests, elections, consents or demands, permitted or required to be made under this Agreement, shall be in writing; signed by the Member giving such notice, request, election, consent or demand; and shall be delivered personally, or sent by registered or certified mail, or by overnight mail, Federal Express or other similar commercial overnight courier, to the other Member or Members at their addresses set forth in Schedule A. Notice to the LLC should be sent to the address of the LLC's principal office as set forth in Article I, hereof, or at such other address as may be supplied by written notice given in conformity with the terms of this Section 8.01. The date of personal delivery, i.e., three days after the date of mailing or the business day after delivery to an overnight courier, or the date of actual delivery if sent by any other method, as the case may be, shall be the date of such notice.

SCHEDULE "A"

STANDISH GREEN GROUP, LLC

REGISTER OF BENEFICIAL INTEREST

Name and Address	Contribution	Percentage Interest
BENIAMINO MARTIGNETTI, JR.		1/4 of 100%
MICHELINA MAWN		1/4 of 100%
ANTHONY MARTIGNETTI a/k/a ANTONIO MARTIGNETTI		1/4 of 100%
PAUL MARTIGNETTI		1/4 of 100%

We hereby certify on the date set below that this is a true and accurate Register of Beneficial Interest of the LLC.

Ben Martignetti Jr
BENIAMINO MARTIGNETTI, JR.
Date: 12/1/20

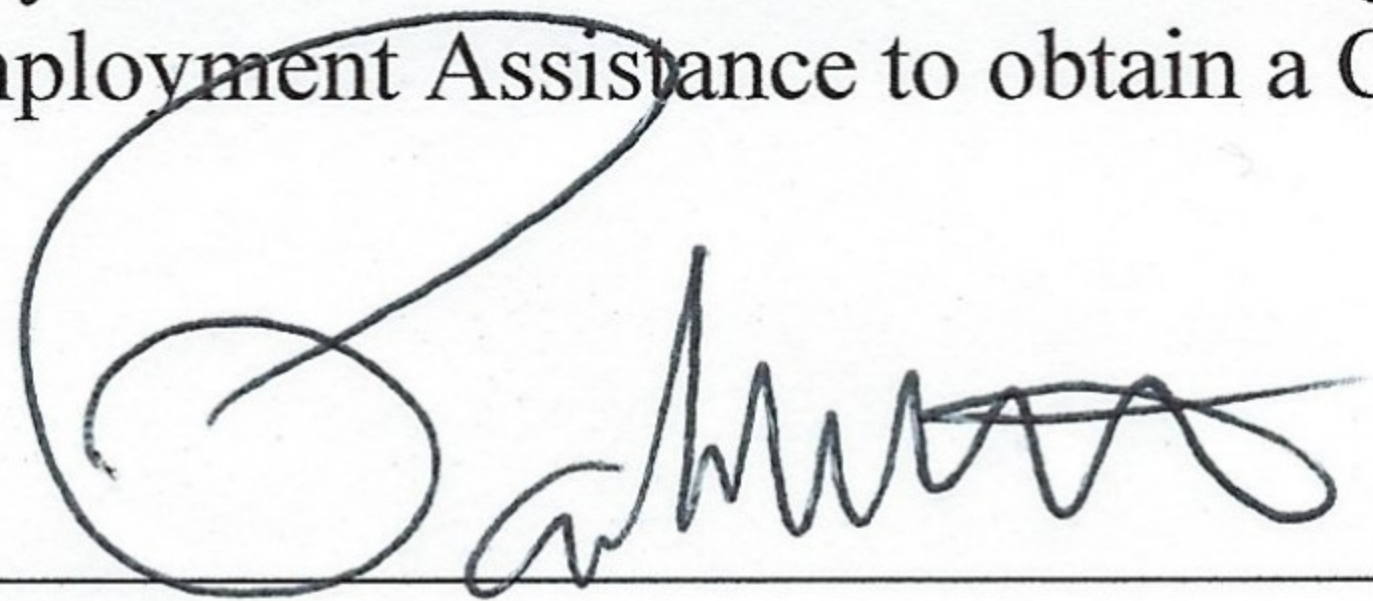
Michelina Mawn
MICHELINA MAWN
Date: 12/01/2020

Anthony Martignetti 12/1/20
ANTHONY MARTIGNETTI
a/k/a ANTONIO MARTIGNETTI
Date:

Paul Martignetti
PAUL MARTIGNETTI
Date: 12/1/20

**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, Paul Martignetti, an authorized representative of Standish Green Group, LLC, certify that Standish Green Group, LLC does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



Signature

Date

5/18/21

Name: Paul Martignetti

Title: Manager

Entity: Standish Green Group, LLC



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



STANDISH GREEN GROUP LLC
29 HIGH ST
WOBURN MA 01801-4209

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, STANDISH GREEN GROUP 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

PLAN FOR OBTAINING LIABILITY INSURANCE

Standish Green Group, LLC (“Standish Green”) will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Standish Green will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Standish Green will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Standish Green will keep reports documenting compliance with 935 CMR 500.105(10): *Liability Insurance Coverage or Maintenance of Escrow* in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

STANDISH GREEN GROUP, LLC

BUSINESS PLAN

May 13, 2021

EXECUTIVE SUMMARY

Mission Statement and Message from the CEO

Standish Green Group, LLC (“Standish Green”) seeks to operate a safe, compliant, and state-of-the-art cultivation and product manufacturing facility in Lowell, Massachusetts. Standish Green is committed to producing consistent, high quality cannabis to be sold to licensed establishments across the Commonwealth, for the ultimate sale to consumers who are 21 years of age or older.

What Drives Us

Standish Green’s goals include:

1. Growing and manufacturing a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Hiring employees and contractors from within the Lowell community and other communities that have been disproportionately impacted by the war on drugs;
3. Having a diverse and socially representative pool of employees;
4. Empowering the next generation of entrepreneurs through hiring, training and teaching; and
5. Running an environmentally friendly Marijuana Establishment.

License Types

Standish Green is applying for the following Licenses from the Massachusetts Cannabis Control Commission (the “Commission”) to operate Marijuana Establishments in Massachusetts:

- Marijuana Cultivator at 663 Lawrence Street, Lowell
- Marijuana Product Manufacturing at 663 Lawrence Street, Lowell

Once operational, Standish Green will also seek to expand its operations to encompass 577R Lawrence Street, if needed.

TEAM

General

As a family business comprised of lifelong Massachusetts residents and business owners, Standish Green recognizes the importance of a strong management team. To implement the operations of its establishment, Standish Green has put together a team with a wide variety of expertise across numerous industry sectors. Additionally, Standish Green intends to create 20-25 full-time staff positions within the first three years of operation.

Founders

Beniamino Martignetti, Jr., Manager.

A Lowell resident from 2006-2011 and lifelong Massachusetts resident, Beniamino Martignetti, Jr. serves as the Chief Executive Officer of Umaco, Inc., a Lowell-based business which manufactures a full line of concrete repair, waterproofing products, and decorative systems. Beniamino facilitates all day-to-day operations out of the company’s headquarters at 60 Rear Newhall Street in Lowell. He also is a co-owner of Ben M Realty, LLC; Martignetti Enterprises, Inc.; and Old World Cobble, LLC. He is a coach for Chelmsford Youth Sports.

Paul Martignetti, Manager.

Attorney Paul Martignetti is a lifelong Massachusetts resident with extensive background in law, business operations, property management, and community engagement. He is the co-owner and general counsel of Martignetti Enterprises, Inc., a family owned and operated business which has sold the highest quality of masonry and hardscape materials for over 50 years. He also is a co-owner of Old World Cobble, New England's largest importer and distributor of cobblestones; Umaco, Inc., a manufacturer of patching and repair products; and Ben M Realty, LLC, a property management company. Mr. Martignetti is a member of the San Antonio Di Padova Da Montefalcione Society; a Trustee of the Zero Governors Avenue Condominium Trust; and on the Finance Committee of St. Leonard Parish in Boston, Massachusetts.

Michelina Mawn, Manager.

Michelina Mawn currently serves as the co-owner and operator of Martignetti Enterprises, Inc., one of the leading retailers of masonry and hardscape supplies in New England. She is responsible for all facets of running the office, including human resources, payroll, sales, and accounting. She is also a broker with Northern Metro Realty; a co-owner of Old World Cobble; and a co-owner of Umaco, Inc.

Anthony Martignetti, Manager.

Anthony Martignetti is the President and Chief Executive Officer of Martignetti Enterprises, Inc., a family owned and operated business which has sold the highest quality of masonry and hardscape materials for over 50 years. He also is a co-owner of Old World Cobble, New England's largest importer and distributor of cobblestones; Umaco, Inc., a manufacturer of patching and repair products; and William S. Simpson, Co., Inc., a wholesale distributor of building products. He is the recipient of the Belgard Dealer of the Year Award; the UniLock Outstanding Growth Award; and the 2020 BONS Award from Northshore Magazine.

COMPANY DESCRIPTION

Structure

Standish Green is a Massachusetts domestic limited liability company that is applying for Licenses from the Cannabis Control Commission to operate Marijuana Establishments in the Commonwealth.

Standish Green will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Standish Green will apply for all state and local permits and approvals required to build out and operate the facility and will work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

Standish Green will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Establishment consisting of three packets: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

Business Operations

Standish Green will tag and track all marijuana seeds, clones, plants, and marijuana products using Metrc and in a form and manner approved by the Commission. Standish Green will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of marijuana products in the process of cultivation and finished, stored marijuana; conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Standish Green will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Standish Green will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, Standish Green will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Standish Green will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Standish Green will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

Standish Green will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, Standish Green will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond

will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Standish Green. If Standish Green is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Standish Green has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

Standish Green and Standish Green agents will comply with all local rules, regulations, ordinances, and bylaws.

Security

Standish Green will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Standish Green's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Lowell Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Standish Green's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Standish Green will maintain a current list of individuals with access. Standish Green will have security personnel on-site during business hours.

Benefits to Host Communities

Standish Green looks forward to working cooperatively with the City of Lowell to ensure that Standish Green operates as a responsible, contributing member of the community at large.

The City stands to benefit in various ways, including but not limited to the following:

1. **Jobs**: A Marijuana Establishment facility will add 20-25 number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. **Monetary Benefits**: A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.

3. Access to Quality Product: Standish Green will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. Control: In addition to the Commission, the Police Department and other municipal departments will have oversight over Standish Green's security systems and processes.
5. Responsibility: Standish Green is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. Economic Development: Standish Green's operation of its facilities contribute to the overall economic development of the local community.

MARKET RESEARCH

Customers

Standish Green will only sell marijuana and marijuana products to other licensed Marijuana Establishments with active licenses from the Cannabis Control Commission.

Competitors

Standish Green's competitors include other licensed marijuana cultivators and product manufacturers in Massachusetts. Standish Green possesses several strengths that separate Standish Green from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the services offered, the location of the dispensary, the prices offered for the products, and the branding of the business.

Products & Services

In addition to traditional sativa, indica, and hybrid cannabis flower, Standish Green will offer a wide range of products that will allow Standish Green to serve customers with a wide variety of needs. Products Standish Green intends to offer include, but will not be limited to:

1. Concentrates
2. Topical Salves
3. Creams and Lotions
4. Patches
5. Oral Mucosal and Sublingual Dissolving Tablets
6. Tinctures
7. Sprays
8. Inhalation Ready to Use CO2 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers
10. Ingestion Capsules
11. Infused Food and Beverages

Pricing Structure

Standish Green's pricing structure will vary based on market conditions. Standish Green plans to provide products of superior quality and will price accordingly.

MARKETING & SALES

Growth Strategy

Standish Green's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs to other licensed marijuana establishments;
3. An exemplary product; and
4. A caring and thoughtful staff made of consummate professionals.

Communication

Standish Green will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising, and branding produced by or on behalf of Standish Green will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

Sales

Standish Green will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: "INCLUDES MULTIPLE SERVINGS." Standish Green will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

OPERATIONS

Cultivation

Standish Green will cultivate, process and package marijuana, and transfer marijuana to other Marijuana Establishments, but not to consumers, in accordance with Standish Green's licensed cultivation tier. All phases of the cultivation, processing, and packaging of marijuana by Standish Green will take place in a designated area that is not visible from a public place without the use of binoculars, aircraft or other optical aids.

Application of pesticides by Standish Green will be performed in compliance with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00. Any testing results indicating noncompliance will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources ("MDAR"). In the event that Standish Green sells or otherwise transfers marijuana to another Marijuana Establishment, Standish Green will provide documentation of its compliance, or lack thereof, with the testing requirements of 935 CMR 500.160. Standish Green will only label marijuana with the word "organic" if all cultivation is consistent with US Department of Agriculture organic requirements at 7 CFR 205 and MDAR requirements for pesticide usage. Soil for cultivation will meet federal standards identified by the Commission, including but not limited to the U.S. Agency for Toxic Substances and Disease Registry's Environmental Media Evaluation Guidelines for residential soil levels.

Standish Green's cultivation process will use best practices to limit contamination including, but not limited to, mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana, mildew, and any other contaminant identified as posing potential harm. Standish Green's best practices will be compliant with state and local law, including but not limited to, the Commission's *Guidance on Integrated Pest Management* currently in effect and as subsequently amended. Any application of plant nutrient to land used for the cultivation of marijuana will comply with St. 2012, c. 262, as amended by St. 2013, c. 118, § 26, and 330 CMR 31.00: *Plant Nutrient Application Requirements for Agricultural Land and Non-agricultural Turf and Lawns*.

Standish Green, through the use of Metrc, will assign and record a unique, sequential alphanumeric identifier to each cultivation batch for the purposes of production tracking, product labeling, and product recalls.

Cultivation Rooms and Facilities

Cultivation Rooms

- Clone Room
- Mother Room
- Vegetative Room
- Flowering Rooms

Support Rooms

- Supply Storage Room
- General (non-plant) Trash Room
- Plant Trash Room
- Locker Rooms
- Mechanical Room
- Electrical room
- Trim Room
- Dry Room

Technical Specifications

The Standish Green facility utilizes a water-chilled system/heat to control temperature and humidity levels. Cultivation rooms are individually controlled and monitored through the use of a Direct Digital Control (“DDC”), which is an automated control of a condition or process by a digital device. Adjustable environmental parameters include heat, humidity, and light control. Cultivation rooms that house plant material will be under video surveillance—as outlined in the Standish Green Security Policies and Procedures.

Overview of Cultivation Rooms

Clone Room: The Clone Room is initially dedicated to the germination of seeds during ramp up, and then will be used to house clones from mother plants, which will be chosen from initial seed stock. Cloning, the act of taking a genetically identical specimen from mother stock, takes place in the clone room. The Cultivation Technician that oversees the Mother Room and Clone Room propagates plant material and is responsible for the plants’ life cycle from cutting to vegetative phase.

Mother Room: The Mother Room houses all selected plants from initial seed stock that meet the characteristics that the Director of Cultivation is looking for in each strain of marijuana. The Mother Room consists of grow lights that offer the proper wavelengths of light to encourage rapid growth to produce clones on a weekly basis. The Mother Room light cycle is twenty-four (24) hours of light.

Vegetative Room: The Vegetative Room houses all plants that are in between the Clone Room and Flowering Rooms. Grow lights will be used to encourage vegetative growth and proper root establishment. Plant material will also be transitioned from low intensity lighting to high intensity to prevent transplant/light shock. The Vegetative Room light cycle varies between eighteen to twenty-four (18-24) hours of light.

Flowering Rooms: The Flowering Rooms consist of marijuana plants fed from the vegetative room. Marijuana plants are placed under a twelve/twelve (12/12) light cycle to initiate flowering. With the use of grow lights, the flowering marijuana plants receive the correct amount of red/orange wavelengths of light to promote proper flowering behavior. The Flowering Rooms are where the plants’ life cycles end; this period can vary from eight to twelve (8-12) weeks.

Plant Care

Cultivation Technicians will be responsible for all plant maintenance in their assigned cultivation rooms. Responsibilities will include watering/irrigation, potting/re-potting, pruning and Integrated Pest Management (IPM). The IPM Program is designed to control and limit pests and other pathogens. Cultivation Technicians will maintain appropriate levels of sanitation in all cultivation areas and keep assigned cultivation rooms clean and free from hazards. Toxic items will be labeled, identified appropriately, held, and stored in the cultivation supply room in order to protect marijuana and MIPs from being contaminated.

Irrigation: All plants will be top fed via drip irrigation. Multiple reservoirs located throughout the cultivation rooms will feed plants, and reservoirs will contain the mixture of water and a concentrated two-part fertilizer that will be adjusted to the proper ppm/EC levels that are required for the different stages of the marijuana plant cycle. The irrigation water will also be adjusted to the proper pH level to ensure proper nutrient uptake. Cultivation Technicians are responsible for their assigned reservoirs. Responsibilities include filling reservoirs with water and adding concentrated nutrients to reach the proper nutrient levels required and adjusting pH with the use of nutrient/pH meter. Cultivation Technicians will monitor the flow of irrigation through the system to ensure that all plants are receiving adequate amounts of water. Cultivation Technicians will consult with the Cultivation Manager and Director of Cultivation with regards to irrigation frequency and duration.

Potting/Re-Potting: All plants will be using a mixture of coco fiber and perlite in nursery pots. Cultivation Technicians are responsible for potting up plants in their assigned cultivation rooms. Cultivation Technicians will consult with the Cultivation Manager/Director of Cultivation regarding the timing of re-potting in order to maximize plant potential and to ensure that plants do not become root-bound. All Cultivation Technicians will be trained by the Director of Cultivation on proper potting techniques during initial training.

Pruning: Marijuana plants will be pruned regularly to encourage adequate growth traits and to maximize flowering sites on the plant. Pruning will also be used to maximize the yield potential of individual plants and also to eliminate flowering sites that do not receive adequate light due to full canopy. Cultivation Technicians will undergo training in this procedure by the Director of Cultivation during initial training to ensure proper techniques.

Pest Control Prevention

Pests and pathogens will be managed and controlled to the greatest extent possible. Pests include insects, diseases, or any unwanted organism that directly or indirectly damages plants. Standish Green will implement an Integrated Pest Management (IPM) Program to manage and control pest problems. IPM is a systematic approach to managing pests that focuses on long-term prevention or suppression with minimal impact on human health, the environment, and non-target organisms. A successful IPM Program consists of five (5) main categories: sanitation, monitoring, identification of pest problems, control methods, and evaluation.

Sanitation: Maintaining a clean and sterile environment is the most important phase of the IPM program. Agents will be responsible for ensuring assigned cultivation rooms are properly maintained, floors remain free from debris, and that tables on which plants are being grown are

clean. Between harvests, Flowering Rooms, including floors, tables and walls, will be treated with a greenhouse disinfectant. All irrigation systems and lines will be cleaned between harvests. Cultivation Technicians will be required to wear one-piece work jumpsuits during shifts to limit the introduction of unwanted pests/pathogens.

Monitoring: IPM requires a thorough assessment of plants and their overall appearance. Cultivation Technicians will perform visual assessments for their dedicated areas and report any findings to the Cultivation Manager and Director of Cultivation.

Identification of Pest Problems: Visual inspections are the primary method for determining if pest problems exist in the Cultivation Facility. Sticky traps will be used throughout cultivation rooms to allow agents to consistently monitor pests that may be present. If and when a pest/pathogen is identified, Cultivation Technicians will immediately notify the Cultivation Manager and Director of Cultivation in order to minimize the risk of the pest/pathogen from spreading. In conjunction with the Director of Cultivation, the Cultivation Manager will create a remedial plan to eliminate the pest or pathogen.

Control Methods: The goal of the IPM Program is to create and maintain a well-organized and sanitized Cultivation Facility. The use of cultural control methods places a focus on proper environmental conditions and is critical to maintaining them. Biological control methods will be used throughout the Cultivation Facility. Biological agents (plant, animal, or microbe) will be used to control pests. When necessary, Cultivation Technicians will use mechanical controls (i.e. hands-on and exclusion techniques) such as handpicking and destroying pests/or pathogens or destroying plants that are heavily infected in order to prevent other plants from becoming contaminated. Cultivation Technicians will also utilize exclusion methods, such as making sure cultivation room doors remain closed, prohibiting non-essential agents from entering cultivation rooms, and requiring agents to change into uniforms when their shift begins.

Soil for cultivation will meet the U.S. Agency for Toxic Substances and Disease Registry's Environmental Media Evaluation Guidelines for residential soil levels.

The cultivation process will use best practices to limit contamination, including but not limited to mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana, mildew, and any other contaminant identified as posing potential harm.

Evaluation: All aspects of the IPM Program will be thoroughly documented, including frequency, rates, methodology, and time/date when applied. Such records will be utilized to determine any necessary changes in the IPM Program and will be retained as part of Standish Green's recordkeeping requirements.

Cultivation Agent Entrance Procedures

All Cultivation Technicians will enter the Cultivation Facility using the main exterior door. Upon entry, Cultivation Technicians will proceed directly to the Locker Rooms to change into Standish Green issued uniforms and will then report to their assigned Cultivation Room(s).

Cultivation Flow

Clone Room: Initial ramp up begins with the germination of seeds in the Clone Room. Seeds will be germinated in rockwool cubes and housed in the clone room for up to 3-4 weeks. All viable plants will continue to be grown under fluorescent lighting in the Clone Room until determined by the Director of Cultivation that plants are ready to be transitioned into the Vegetative Room.

Vegetative Room: After plants leave the Clone Room they will be transported directly to the Vegetative Room, where they are introduced to high intensity light, which encourages rapid growth. All seeds/clones are repotted into a coco-based media upon entering the Vegetative Room. Marijuana plants will be housed in the Vegetative Room for 2-4 weeks depending on individual, strain-specific characteristics. During the initial ramp up phase, some plants will be diverted into the Mother Room for the purpose of creating mother stock from which future propagation from clone/cuttings will be taken. The Vegetative Room will house plants before they transition into Flowering Rooms.

Mother Room: All mother stock plants are housed in the Mother Room. Plant growth is encouraged through a light cycle and nutrient regimen to produce the maximum amount of cuttings/clones. Cultivation Technicians assigned to the Mother and Clone Rooms will be responsible for taking cuttings from mother stock and propagating within the Clone Room.

Flowering Rooms: After plants are grown in the Vegetative Room, they will be transported directly into Flowering Rooms. In the Flowering Rooms a 12 hour on/12 hour off light cycle flowering will be initiated. Marijuana plants finish their life cycle in the Flowering Rooms and can spend anywhere from 8-12 weeks in the flowering phase. Flowering Rooms may house multiple varieties and different stages of the marijuana flowering phase. All plants will remain properly labeled and tracked using Metrc. Standish Green anticipates harvests on a weekly or bi-weekly schedule to ensure a steady flow of marijuana is available.

Production Plan

All initial plant stock will come from the germination of seeds. After initial seed germination, all subsequent plants will be propagated via cutting/clone from mother stock. Under the supervision of the Director of Cultivation, Cultivation Technicians will use a variety of techniques to encourage rapid, vigorous growth in both the Mother and Vegetative Rooms to ensure a sufficient number of plants to feed the Flowering Rooms.

Harvest

When marijuana plants reach full maturity, as determined by the Director of Cultivation or Cultivation Manager by examining the trichomes of the plant, plants will be cut down to the soil line in the Flowering Rooms and transferred to the Trim Room. Trimming will be conducted by a machine while the flowers are wet. Cultivation Technicians engaged in the harvest process will wear gloves to prevent contamination. After marijuana flowers are processed by the mechanical trimmer, they will be moved to the Dry Room. The environmental conditions in the Dry Room will be maintained to ensure the even drying of marijuana flowers. Once dried, marijuana flowers will be packaged in sealed containers in compliance with Commission regulations. Samples of batches are sent out for third-party testing.

Testing

- a. No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol established in accordance with M.G.L. c. 94G, § 15 and in form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of environmental media (e.g., soils, solid growing media, and water) will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission;
- b. Marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. Standish Green acknowledges and understands that the Commission may require additional testing;
- c. Standish Green will have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1). Any such policy will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch, and (ii) of any information regarding contamination as specified by the Commission or immediately upon request by the Commission. The notification will be from both Standish Green and the Independent Testing Laboratory, separately and directly. The notification from Standish Green will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination;
- d. Standish Green will maintain the results of all testing for no less than one year, and acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year will be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested;
- e. The sale of seeds is not subject to these testing provisions;
- f. Clones are subject to these testing provisions but are exempt from testing for metals;
- g. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13);
- h. All storage of marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11);
- i. All excess marijuana will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Standish Green for disposal or by the Independent Testing Laboratory disposing of it directly;
- j. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160;
- k. Single-servings of marijuana products tested for potency in accordance with 935 CMR 500.150(4)(a) will be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

1. Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

Solid Growing Media Sampling

Cultivation media will be tested in compliance with Commission protocols. Soil for cultivation will meet the federal standards identified by the Commission, including but not limited to the U.S. Agency for Toxic Substances and Disease Registry's Environmental Media Evaluation Guidelines for residential soil levels. All soils and solid growing media will be sampled and analyzed initially prior to use for cultivation of marijuana, and at least annually, or quarterly if the soil is amended. Specifically, all source soils or solids will be sampled and analyzed prior to use in cultivation and whenever new soils or solids are received from a different source. Samples will be taken from 5% of individual plant containers. Sample collection documentation will identify the sample collection date and start time, participating personnel, a general description of the media and locations sampled, relevant environmental conditions, a description of the sampling procedures and equipment decontamination/cleaning used, and a record of plants or batches that would potentially be impacted should analysis results indicate unacceptable contamination. Agents performing sampling will use decontaminated sampling tools and equipment to ensure that samples are not contaminated. All instructions from the analyzing laboratory will be followed in the transportation of samples. Laboratory analysis will be performed by a laboratory that is:

- Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement; or
- Certified, registered, or accredited by an organization.

Source soils will be sampled and analyzed:

- Prior to use in cultivation;
- Whenever a new source material is utilized; or
- At a rate of one sample per cubic yard of source soil or, when collected prior to distribution among beds or containers, source soil or solids samples will be taken to best represent the overall source soils (e.g., collected from different areas and depths of a stockpile).

Source soils and solids passing initial testing requirements may be stockpiled for later use without requiring re-analysis unless the stockpile has been contaminated or altered while stored. Situations for re-analysis may include, but are not limited to, soils that have been amended, mixed with other source soils/solids, subject to pesticide application, used for other purposes, or inundated by flood waters.

Cultivation soils will be analyzed at least annually during the calendar year of use. Solids tested initially as source soils or solids prior to use in cultivation do not require retesting until the following year (or quarter if amended as described below). If amended, the solid growing media/soil used in cultivation will be sampled and analyzed during the quarter in which it was amended. Cultivation soil and solid samples will be collected to represent the broad range of cultivation units, growth stages, and soil and solid types whether from beds or containers.

Sources of solid growing media including soils must be sampled and analyzed prior to use in cultivation and upon any change in the source of solids. Once cleared for use in cultivation, cultivation soils must be sampled and analyzed at least annually and within the quarter that soils are amended. The spatial distribution of samples must be considered to ensure representativeness across the entire cultivation operation. Sampling and analysis frequency, sample locations, and quality control (QC) samples are detailed herein and will comply with all regulatory guidance and will be periodically reviewed and amended to ensure such compliance.

Recalls

Standish Green's policies and procedures for handling voluntary and mandatory recalls of marijuana will be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Standish Green to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety.

Product recalls may be initiated by the Commission or by Standish Green. In the event of a product recall, the following will transpire to ensure that all impacted consumers are promptly notified and such recalled product is destroyed:

- Knowing the product in question, determine the beginning and end dates in which product needs to be recalled (i.e. establish the recall period);
- Standish Green will then publicly post the nature of the recall on its website and at its facilities; and
- The recall will clearly explain the situation and instructions on returning the recalled product.

Consumers will return the recalled product to Standish Green and will be given the option of a refund or credit to be used during that visit. Destruction of the recalled product will occur pursuant to waste disposal requirements.

Waste Disposal

- a. All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. All exterior waste receptacles located on Standish Green's premises will be locked and secured as to prevent unauthorized access.
- b. Liquid waste containing marijuana or by-products of marijuana processing will 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 Construction, Operation, and Record Keeping Requirements*.

- c. Organic material, recyclable material, and solid waste generated at a Standish Green facility will be redirected or disposed of as follows:
 1. Organic material and recyclable material will 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:
 - i. Any recyclable material as defined in 310 CMR 16.02: *Definitions* will be recycled in a manner approved by the Commission; and
 - ii. Any remaining marijuana waste will 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*.
 3. Solid waste containing marijuana generated at a Standish Green facility may be ground up and mixed with other solid waste at the Standish Green facility such that the resulting mixture renders any marijuana unusable for its original purpose. Once such marijuana has been rendered unusable, the resulting solid waste may be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located; or
- d. No fewer than two Standish Green agents will witness and document how the solid waste or organic material containing marijuana is handled on-site, including, but not limited to, the grinding up, mixing, storage and removal from the Standish Green facility in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, Standish Green will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Standish Green agents present during the disposal or other handling, with their signatures. Standish Green will keep these records for at least three years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Product Manufacturing

Standish Green will produce concentrates for bulk sale and the creation of marijuana products using supercritical CO₂ and then refined to extremely high purity and cleanliness using a fractional distillation process. The refinement process will reduce levels of microbials (mold, yeast, gram negative bacteria, etc.) and heavy metals down to an undetectable scale. This will ensure Standish Green can provide consumers with clean and safe products.

Standish Green is committed to producing marijuana products in a safe and sanitary manner. Standish Green will process leaves and flowers of the female marijuana plant only, which will be well cured and free of seeds, stems, dirt, sand, debris, and other foreign matter and will not be contaminated by mold, rot, other fungus, and/or bacterial diseases. Marijuana products will be prepared and handled on food-grade stainless steel tables with no contact to agents' bare hands and will be packaged in a secure area.

The Standish Green facility will utilize standards based on municipal health codes, as well as FDA codes, to ensure optimal safety of all food products produced and is designed with ample cold storage and sanitization equipment to ensure food safety.

All edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: State sanitary code chapter X: Minimum sanitation standards for food establishments, 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements* as applicable.

Standish Green agents will follow thorough hygienic practices and will maintain adequate personal cleanliness. All Standish Green agents will wash their hands thoroughly before starting work, and at any other time when hands may have become soiled or contaminated. Hand-washing facilities will be placed conveniently within the Standish Green facility and will be equipped with running water, effective hand-cleaning and sanitizing preparations, suitable drying devices, and sufficient storage for all cleaning and sanitation materials. All Standish Green agents will also wear food grade disposable gloves when handling marijuana and in the creation of marijuana products.

Food material used in the preparation of marijuana products will be acquired from an approved source. Any and all materials used in the production of marijuana products that can support the rapid growth of undesirable microorganisms will be stored in a manner that prevents the growth of such microorganisms, such as proper refrigeration or other appropriate storage. All thermometers used in the storage and preparation of marijuana products will be tested regularly to ensure accuracy. All food products will be properly stored in their original containers and will be properly labeled. Only approved food additives will be used. Marijuana products and food products used in the production of marijuana products will be maintained in good condition and will be unadulterated.

The Standish Green facility has ample space for placement of equipment and storage of materials necessary for maintaining sanitary operations. Litter and waste will be properly removed and 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 will be maintained in an adequate manner pursuant to 935 CMR 500.105(12).

All surfaces and equipment within the Standish Green facility will be cleaned frequently in order to ensure that they are kept in a clean and sanitary condition. Surfaces and equipment will be sanitized with a sanitizing agent registered by the EPA and used in accordance with the labeled instructions.

Any and all toxic materials will be properly identified and stored in a manner that protects against contamination of marijuana products. Proper safety and cleanliness procedures will be visibly posted or easily accessible in the Standish Green facility. Standish Green's water supply is sufficient for necessary operations. Toxic items will not be stored in an area containing products used in the cultivation of Marijuana.

Notwithstanding a stricter municipal or state regulation, Standish Green will identify the method of extraction (i.e. CO₂) on a physical posting at all entrances of its facility. The posting will be a minimum of 12" x 12" and identify the method of extraction in lettering no smaller than one inch in height. Standish Green will post a copy of a permit to keep, store, handle or otherwise use flammable and combustible at each place of operation within the facility.

Standish Green, when selling or otherwise transferring marijuana to another marijuana establishment, will provide documentation of its compliance, or lack thereof, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

In addition to the written operating policies required under 935 CMR 500.105(1), Standish Green will maintain written policies and procedures for the production or distribution of marijuana products, as applicable in accordance with 935 CMR 500.130.

Product Manufacturer Processes

The Standish Green facility utilizes state of the art extraction technology by way of a supercritical fluid (SCCO₂) botanical extractor. Further refinement of this raw CO₂ concentrate will be accomplished using a fractional distillation still for removal of any trace amounts of microbial and heavy metals contamination. This highly purified concentrate will be used in precision-dosed marijuana products, as well as sold in bulk and in vaporizer cartridges.

- Drying: Any material to be processed through the supercritical fluid CO₂ extractor will be dried as much as possible. Trim is to be dried on perforated sheet pans lined with parchment and placed on speed racks. Trim material will be laid on sheet pans in a thin layer in order to dry properly and quickly. A fan will circulate air around the trim in order to expedite drying, as well as prohibit biological contamination. Trim and whole plant material may also be dried in the ovens at a low temperature so as to prevent decarboxylation.
 - Safety: If trim or plant material is handled in the Standish Green facility, the agent must wear a dust-mask as well as gloves and a lab coat.
 - Cleaning: The inside of grinders and food processors will be cleaned and sterilized after each batch is processed. This is accomplished using lab wipes to wipe out any remaining resinous material and then cleaning and sterilizing in the high temperature washer/sanitizer.
- Grinding: Sufficiently dried material will be ground to the consistency of fine coffee grinds, using a (designated) large food processor or botanical chopper. Once the material is ground to proper specification, it will be stored in large 6-inch, stainless steel pans with stainless steel lids with appropriate labeling regarding batch information.

- Safety: If trim or plant material is handled in the Standish Green facility, the agent must wear a dust-mask, as well as gloves and a lab coat.
- Cleaning: The inside of grinder or food processor, along with its blade, will be cleaned and sterilized after each batch is processed. This is accomplished using lab wipes to wipe out any remaining resinous material, prior to cleaning and sterilizing in the high temperature washer/sanitizer. The grinder/food processor body will be wiped down with lab wipes after each batch. The steel pans will be cleaned and sterilized after each batch is processed. This is accomplished using lab wipes to wipe out any remaining resinous material, and then cleaning and sterilizing in a high temperature washer/sanitizer.
- Packing Supercritical CO2 Extractor: The retaining bolts will be taken off the extraction vessel, the lid lifted up, and the provided funnel put in its place. The agent will fit 12-15lbs into the 20L vessel. The material to be processed will be packed lightly into the vessel using the provided plunger. Once full, the lid will be closed, and the extractor vessel bolts replaced using the provided torque wrench.
 - Safety: The agent will make sure vessel pressures are all 0psi. Using the User Interface, the agent will select “Open Extractor Vessel” from the maintenance screen, prior to removing the extractor vessel bolts. Packing of the column will be done in small increments and never too hard. Any time trim or plant material is handled in the Standish Green facility, the agent must wear a dust-mask, as well as gloves and a lab coat.
 - Cleaning: The agent will vacuum all of the processed material out of the extraction vessel using a (dedicated) shop vac. The outside of the SCCO2 extractor will be cleaned using sanitizing wipes. Running the machine empty overnight will suitably clean and sterilize the inside of the machine.
- Running SCCO2 Extractor:
 - Safety: The machine has a number of built-in safety features in the event of over-pressure runs or solvent leakage. In the event that the machine is unable to recover CO2, slowly vent the CO2 from valve 10 at the bottom of separator #2 and evacuate the Standish Green facility until CO2 is completely vented. The provided ventilation in the Standish Green facility will remove all CO2 and replace it with fresh air from outside the building.
 - Cleaning: All solvent lines will be cleaned out with acetone. Such cleaning will be performed under the closed lab fume hood so as not to release solvent vapors into the room. Once a week, the machine will be run empty, thoroughly cleaning the machine.
- Spin on Hotplate/Freeze:
 - Safety: The hotplate will continue to stay hot for some time even after it is turned off. The readout will read “HOT” until the plate is sufficiently cooled. Do not touch the hotplate when it is running or when the readout reads “HOT.”
 - Cleaning: The hotplate should be wiped down with a lab wipe after every use. If heavier cleaning is needed, wipe the plate down with denatured alcohol.
- Soak in Hot Ethanol:
 - Safety: Ethanol must be heated under the hood. When removing ethanol from the hood, a solvent respirator must be worn by the lab agent to prevent hot fumes from being inhaled. Caution must be taken when pouring, as the liquid is hot.

- Cleaning: Cleaned with acetone and sanitized in the sanitizing dishwasher.
- Filtering:
 - Safety: The cold trap must remain full of dry ice at all times to prevent contamination of ethanol into the vacuum pump.
 - Cleaning: Replace used filters with new filters for each batch. Pass hot ethanol through the funnel to clean the filter. Sanitize in the sanitizing dishwasher.
- Removal of Ethanol in Rotary Evaporator:
 - Safety: The agent should use caution not to fill the boiling flask of the rotary evaporator more than halfway. The cold trap must remain full of dry ice at all times to prevent contamination of ethanol in the vacuum pump.
 - Cleaning: The boiling flask, receiving flask and vapor tube will be cleaned with acetone under the fume hood and sanitized in the sanitizing dishwasher.
- Decarboxylating: Decarboxylation or “decarbining” is the act of removing water from concentrate to aid in efficient distillation. To do this, the agent places a stainless-steel bain-marie or pot full of concentrate directly on to an induction burner. The concentrate should be heated quickly to a temperature of 180c then immediately removed from heat. At this point, the concentrate is fully decarboxylated.
 - Safety: The induction burner must be set up under the fume hood and the task performed with the hood closed.
 - Cleaning: Clean the bain-marie with acetone under the fume hood and sanitize in the sanitizing dishwasher. Wipe the induction burner down with a lab wipe.
- Fractional Distillation: The cold trap on the left will always be full of acetone/dry ice to prevent terpenes from contaminating the pump oil. The feeder will be filled with no more than 500ml of dewaxed/decarbed oil in order to reduce the risk of clogs.
 - Safety: Never run the still dry—there must be material flowing from the feeder before turning the motor on.
 - Cleaning: The still can be cleaned without being disassembled by running warm ethanol through under ambient pressure.

Definitions of Key Equipment

- Supercritical CO2 Extractor: A device used to extract cannabis oil from the plant matter. CO2 is used by Standish Green, as it is the safest, most environmentally friendly solvent available to the industry. CO2 is warmed, pressurized, and pumped through a column of cultivated material. The CO2 “fluid” soaks into the plant matter to extract and concentrate only the cannabinoids, terpenes and other medicinally beneficial components. The CO2 is then recycled back into storage tanks for later use. As this is a “closed loop” system, no CO2 is vented from the machine, at any time.
- Fractional Distillation Still: The fractional distillation still is used to further purify the CO2 concentrate. During this process, the material is heated under reduced pressure and re-condensed and collected. The distilled concentrate is increased in purity and potency, resulting in a pharmaceutical-quality product suitable for human consumption.
- Rotary Evaporator: A rotary evaporator is used for cold recovery of ethanol in the purification process.
- Blast Chiller: A blast chiller is used to cryogenically freeze concentrate to keep it sterile, and to precipitate plant waxes and lipids for separation prior to distillation.

- Fume Hood: The fume hood is used as a safety measure when using solvent to clean lab glassware and utensils. All cleaning and soaking of glass and utensils will be done under the closed hood to prevent solvent fumes from being inhaled by agents.
- Vacuum Purge Oven: Used to desiccate material used prior to purification. Water removal is an important step in the purification process.

Standard Equipment

Standard equipment used in the Standish Green facility may include the following:

- Supercritical CO2 Extractor
- Fractional Distillation Still
- Rotary Evaporator
- Blast Chiller
- 3-bay Sink
- Closed Lab Hood
- Sanitizing Dishwasher
- Vacuum Purge Oven
- Hand Washing Station
- Eye Washing Station
- 4 Burner Gas Range
- Double-Decker Convection Oven
- Reach in Freezer
- Reach in Refrigerator

INITIAL CAPITAL FUNDS

Through the development of a pro-forma, Standish Green anticipates that approximately \$2,250,000 - \$2,500,000 will be required to complete Phase One of its project, which will allow for 10,000 square feet of cannabis canopy and associated administrative, support and lab space. Standish Green's principals have committed to funding the project without the need for outside investors.

FINAL REMARKS

Standish Green has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. Standish Green hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. Standish Green's security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Standish Green Group, LLC (“Standish Green”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Standish Green agent will immediately inspect the person’s proof of identification and determine the person’s age.

In the event Standish Green discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Standish Green will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Standish Green will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Standish Green will not engage in any advertising by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Standish Green will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, fruit, or sporting-equipment item including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any advertising created for public viewing will include a warning stating, “**For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.**” Pursuant to 935 CMR 500.105(6)(b), Standish Green packaging for any marijuana or marijuana products will not use bright colors, defined as colors that are “neon” in appearance, resemble existing branded products, feature cartoons, a design, brand or name that resembles a non-cannabis consumer or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be marketed to minors. Standish Green’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

QUALITY CONTROL AND TESTING

Quality Control

Standish Green Group, LLC (“Standish Green”) will comply with the following sanitary requirements:

1. Any Standish Green agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Standish Green agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - 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.
3. Standish Green’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Standish Green’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Standish Green’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Standish Green will ensure that litter and waste is properly removed and 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 will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Standish Green’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Standish Green’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Standish Green’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Standish Green will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will 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 will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Standish Green acknowledges and understands that the Commission may require Standish Green to demonstrate the intended and actual use of any toxic items found on Standish Green’s premises;

11. Standish Green will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Standish Green's needs;
12. Standish Green's plumbing will 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 will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Standish Green will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Standish Green will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Standish Green will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Standish Green's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will 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).

Standish Green will ensure that Standish Green's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Standish Green will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Standish Green to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Standish Green will process marijuana in a safe and sanitary manner. Standish Green will process the leaves and flowers of the female marijuana plant only, which will be:

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

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

any marijuana product that is made to resemble a typical food or beverage product will be packaged and labeled as required by 935 CMR 500.105(5) and 500.105(6).

When selling or otherwise transferring marijuana to another marijuana establishment Standish Green will provide documentation of its compliance with the testing requirements of 935 CMR 500.160: *Testing of Marijuana and Marijuana Products*, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

Testing

Standish Green will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by Standish Green for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

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

Standish Green's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of *the Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Standish Green acknowledges and understands that the Commission may require additional testing.

Standish Green's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Standish Green and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Standish Green will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Standish Green acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Standish Green's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Standish Green for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

Quality Control Samples

Standish Green may create a sample of Marijuana flower or Marijuana Product (“Marijuana”) to be provided internally to employees for purposes of ensuring product quality and making determinations about whether to sell the Marijuana. Quality Control Samples and employee feedback regarding such samples will allow Standish Green to produce the highest quality Marijuana Products for distribution on the adult use market.

Quality Control Samples provided to employees may not be consumed on Standish Green’s Premises nor may they be sold to another licensee or Consumer. Quality Control Samples will be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products. Standish Green will limit the Quality Control Samples provided to all employees in a calendar month period to the following aggregate amounts:

1. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
2. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and
3. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as “Quality Control Sample.”

Quality Control Samples will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: “QUALITY CONTROL SAMPLE NOT FOR RESALE”;
2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, Standish Green will record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
2. The date and time the Quality Control Sample was provided to the employee;
3. The agent registration number of the employee receiving the Quality Control Sample; and
4. The name of the employee as it appears on their agent registration card.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Standish Green Group, LLC (“Standish Green”) will securely maintain personnel records, including registration status and background check records. Standish Green will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe operating conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Standish Green and will include, at a minimum, the following:

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

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team.

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for Standish Green will undergo a detailed background investigation prior to being granted access to a Standish Green facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Standish Green pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Standish Green will consider:

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
- c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Standish Green will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Standish Green will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Standish Green or the Commission.

Personnel Policies and Training

As outlined in Standish Green’s Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Standish Green agents are required to complete training as detailed in Standish Green’s Qualifications and Training plan which includes but is not limited to Standish Green’s strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment’s policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Standish Green will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Standish Green operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

RECORDKEEPING PROCEDURES

General Overview

Standish Green Group, LLC (“Standish Green”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Standish Green documents. Records will be stored at Standish Green in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Standish Green is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Standish Green’s quarter-end closing procedures. In addition, Standish Green’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- Corporate Records

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings

- Business Records

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Standish Green.
- Personnel Records

At a minimum, Personnel Records will include:

 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Standish Green and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe operating conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - Standish Green will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Standish Green will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all

damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Incident Reporting Records
 - Within ten (10) calendar days, Standish Green will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
 - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Standish Green for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Standish Green's jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Standish Green will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Standish Green agents present during the disposal or other handling, with their signatures. Standish Green will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Standish Green is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - Standish Green will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
 - Records that any and all of Standish Green's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.

- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - Standish Green shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
 - In the event Standish Green closes, all records will be kept for at least two (2) years at Standish Green's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Standish Green will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

Policies and Procedures related to Standish Green's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - A description of Standish Green's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to Standish Green operations, which will be reported to the Commission; or

- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
 - A list of all board of directors, members, and executives of Standish Green, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Standish Green’s website.
 - Policies and procedures for the handling of cash on Standish Green premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
 - Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
 - Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
 - Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - Standish Green shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city’s or town’s anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

Standish Green will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

MAINTAINING OF FINANCIAL RECORDS

Standish Green Group, LLC's ("Standish Green") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Standish Green.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If Standish Green determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.
- Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - Standish Green shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

QUALIFICATIONS AND TRAINING

Standish Green Group, LLC (“Standish Green”) will ensure that all employees hired to work at a Standish Green facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal 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.

Standish Green will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Standish Green discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Standish Green will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Standish Green’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A Standish Green Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program (“RVT”) courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by Standish Green or by a third-party vendor engaged by the Standish Green. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All Standish Green Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

Basic Core Curriculum

Standish Green Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing the signs of impairment.

- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
 - How to check identification;
 - Spotting and confiscating fraudulent identification;
 - Common mistakes made in identification verification.
 - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting Standish Green Agents which shall include:
 - Conduct of Standish Green Agents;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Local and state licensing and enforcement, including registration and license sanctions;
 - Incident and notification requirements;
 - Administrative, civil, and criminal liability;
 - Health and safety standards, including waste disposal;
 - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
 - Permitted hours of sale;
 - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
 - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

Standish Green will encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Standish Green’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

After successful completion of the Basic Core Curriculum, each Standish Green Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Standish Green to maintain designation as a Responsible Vendor. Once the Standish Green Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

ENERGY COMPLIANCE PLAN

Standish Green Group, LLC (“Standish Green”) has developed the following Energy Compliance Plan to ensure that its proposed Cultivation facility remains in compliance with the energy efficiency and conservation regulations codified in 935 CMR 500.103(1)(b), 500.105(1)(q), 500.105(15) and 500.120(11). Standish Green will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

Energy Efficiency and Equipment Standards

Standish Green will maintain compliance at all times with the Commission’s minimum energy efficiency and equipment standards 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. Standish Green will adopt and use additional best management practices as determined by the Commission to reduce energy.

Building Envelope

The building envelope for Standish Green’s cultivation facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Standish Green 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.

Lighting

Standish Green’s lighting at the facility will meet the following compliance requirements:

1. Horticulture Lighting Power Density will not exceed 36 watts per square foot; or
2. All horticultural lighting used in the facility will be listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List ("Horticultural QPL") or other similar list approved by the Commission and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 $\mu\text{mol}/\text{J}$ (micromoles per joule).

In the event that Standish Green seeks to use horticultural lighting not included on the Horticultural QPL or other similar list approved by the Commission, Standish Green will seek a waiver pursuant to 935 CMR 500.850 and provide documentation of third-party certification of the energy efficiency features of the proposed lighting.

Standish Green will establish and document safety protocols to protect workers (e.g., eye protection near operating Horticultural Lighting Equipment).

Strategies to Reduce Electric Demand

Standish Green is pursuing the following strategies to reduce electric demand. Standish Green will work with contractors to create an energy efficient lighting plan and plans on implementing

low amperage/wattage LED lighting wherever possible. Programs may include lighting schedules, active load management, and energy storage programs.

As the need and opportunity for facility upgrades and maintenance arise in the future, Standish Green will continue to evaluate strategies to reduce electric demand.

Opportunities for Engagement with Energy Efficiency Programs

Standish Green also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to identify other potential energy saving programs and initiatives. Standish Green will also coordinate with its utility companies to explore any energy efficiency options available to Standish Green.

HVAC and Dehumidification

Standish Green's 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). As part of the documentation required under 935 CMR5 00.120(11)(b), Standish Green will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.

DIVERSITY PLAN

Overview

Standish Green Group, LLC (“Standish Green”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

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

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

Goals

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

- Engage in hiring initiatives with the goal that our staff is comprised of 40% women; 20% minorities; 10% veterans; 10% people with disabilities; and 10% people identifying as LGBTQ+; and
- Foster a company-wide culture that embraces diversity, equity, and inclusion through annual training to all employees.

Programs

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

- Advertising open positions (as jobs become available, but not less than annually) in diverse job boards, including DiversityJobs.com and HirePurpose.com;
- Requiring annual training to all employees (upon hire and annually) on diversity, equity, and inclusion, with topics covered including unconscious bias, microaggressions, and allyship; and
- Soliciting annual, anonymous feedback from staff with respect to any improvements that can be made to the Plan and updating this Plan accordingly.

Measurements

The Managers will administer the Plan and will be responsible for developing measurable outcomes to ensure Standish Green continues to meet its commitments. Such measurable outcomes, in accordance with Standish Green’s goals and programs described above, include:

- Documenting job advertisements placed with diverse job boards and any applications received through such job advertisements;
- Undergoing an annual, voluntary staffing analysis to determine the demographics of our workforce and charting any improvements in the diversity of our staff;
- Documenting all diversity, equity, and inclusion trainings provided to staff (including any related materials) and adding completion of the training to each employee’s personnel file; and

- Recording all anonymous feedback received from employees and documenting any amendments made to this Plan as a result.

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

Acknowledgements

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