



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283628
Original Issued Date: 05/17/2023
Issued Date: 05/17/2023
Expiration Date: 05/17/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Winchendon Grows, LLC

Phone Number: 781-789-5808 Email Address: stevecefalo@icloud.com

Business Address 1: 12 Mount Vernon Street Business Address 2: #47

Business City: Melrose Business State: MA Business Zip Code: 02176

Mailing Address 1: 12 Mount Vernon Street Mailing Address 2: #47

Mailing City: Melrose Mailing State: MA Mailing Zip Code: 02176

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: 60 Percentage Of Control: 60
Role: Manager Other Role:
First Name: Stephen Last Name: Cefalo 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: 40	Percentage Of Control: 40	
Role: Other (specify)	Other Role: Member	
First Name: Frederick	Last Name: Massa	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Stephen	Last Name: Cefalo	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$10000	Percentage of Initial Capital: 100
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Stephen	Last Name: Cefalo	Suffix:
Marijuana Establishment Name: Winchendon Grows LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Winchendon	Marijuana Establishment State: MA	

Individual 2

First Name: Frederick	Last Name: Massa	Suffix:
Marijuana Establishment Name: Winchendon Grows LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Winchendon	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: Commercial Drive	
Establishment Address 2:	
Establishment City: Winchendon	Establishment Zip Code: 01475
Approximate square footage of the Establishment: 784080	How many abutters does this property have?: 18
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 11: 90,001 to 100,000 sq. ft Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	2021-09-15 Winchendon Grows LLC - HCA Certification Form.pdf	pdf	61af9df212daf9443937ee09	12/07/2021
Plan to Remain Compliant with Local Zoning	2021-12-07 Winchendon Grows LLC - Plan to Remain Compliant w Local Zoning and Permits.pdf	pdf	61af9f10434e1f4432e37f7b	12/07/2021
Community Outreach Meeting Documentation	2022-11-19 Winchendon Grows LLC - COM Attestation (Updated with Redactions).pdf	pdf	61e9a0867c2bdd089a1f06e4	01/20/2022

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	2021-11-22 Winchendon Grows LLC - NEVA Letter of Support.pdf	pdf	619c28da6155aa37c425b803	11/22/2021
Plan for Positive Impact	2021-11-11 Winchendon Grows LLC - Cultivation - Positive Impact Plan.pdf	pdf	619c29335ca77d31bb6b9721	11/22/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager Other Role:

First Name: Stephen Last Name: Cefalo Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Other (specify) Other Role: Member

First Name: Frederick Last Name: Massa 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
Department of Revenue - Certificate of Good standing	2021-11-1 Winchendon Grows LLC - DOR Cert of Good Standing.pdf	pdf	619c2e1c6155aa37c425b824	11/22/2021
Secretary of Commonwealth - Certificate of Good Standing	2021-10-25 Winchendon Grows LLC - SOC Cert of Good Standing.pdf	pdf	619c2e4551c4da37cbfbd8a	11/22/2021
Bylaws	2021-06-18 Winchendon Grows LLC - Operating Agreement.pdf	pdf	619c2ee85ca77d31bb6b9757	11/22/2021
Articles of Organization	2021-06-22 Winchendon Grows LLC - Certificate of Organization.pdf	pdf	619c2f4351c4da37cbfbd91	11/22/2021
Secretary of Commonwealth - Certificate of Good Standing	2022-11-19 Winchendon Grows LLC - DUA Attestation.pdf	pdf	61e9a3298d09e508d6110cf6	01/20/2022

No documents uploaded

Massachusetts Business Identification Number: 001514984

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	2021-11-11 Winchendon Grows LLC - Business Plan.pdf	pdf	619c2f805ca77d31bb6b975c	11/22/2021
Plan for Liability Insurance	WINCHENDON_GROWS,_LLC_-_Letter_of_Intent_to_Bind_Coverage_(Cultivation).pdf	pdf	619c30f76155aa37c425b840	11/22/2021
Proposed Timeline	2022-01-12 Winchendon Grows LLC - Proposed Timeline (Updated with State Licensing).pdf	pdf	61e9a30cdc96b108e5514e06	01/20/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Energy Compliance Plan	2021-10-05 Winchendon Grows LLC - Cultivation - Energy Compliance Plan.pdf	pdf	619c3357e3155f31cafd3a18	11/22/2021
Inventory procedures	2021-10-05 Winchendon Grows LLC - Cultivation - Inventory Procedures.pdf	pdf	619c33586155aa37c425b845	11/22/2021
Maintaining of financial records	2021-10-05 Winchendon Grows LLC - Cultivation - Maintaining of Financial Records.pdf	pdf	619c335944662a31f2897045	11/22/2021
Personnel policies including background checks	2021-10-05 Winchendon Grows LLC - Cultivation - Personnel Policies Including Background Checks.pdf	pdf	619c335a99d47637982c1f27	11/22/2021
Qualifications and training	2021-10-05 Winchendon Grows LLC - Cultivation - Qualifications and Training.pdf	pdf	619c336cbd22c237911376a3	11/22/2021
Prevention of diversion	2021-10-05 Winchendon Grows LLC - Cultivation -	pdf	619c336dd5b18b31d599b886	11/22/2021

	Prevention of Diversion.pdf			
Policies and Procedures for cultivating.	2021-10-05 Winchendon Grows LLC - Cultivation - Policies and Procedures for Cultivating.pdf	pdf	619c336e2c8fa137b9c7e076	11/22/2021
Quality control and testing	2021-10-05 Winchendon Grows LLC - Cultivation - Quality Control and Testing.pdf	pdf	619c336f3982c731eb1cd4ea	11/22/2021
Record Keeping procedures	2021-10-05 Winchendon Grows LLC - Cultivation - Recordkeeping Procedures.pdf	pdf	619c33707c9a0537aea50e2a	11/22/2021
Storage of marijuana	2021-10-05 Winchendon Grows LLC - Cultivation - Storage of Marijuana.pdf	pdf	619c33882c8fa137b9c7e07a	11/22/2021
Security plan	2021-10-05 Winchendon Grows LLC - Cultivation - Security Plan.pdf	pdf	619c33893982c731eb1cd4ee	11/22/2021
Restricting Access to age 21 and older	2021-10-05 Winchendon Grows LLC - Cultivation - Restricting Access to Age 21 or Older.pdf	pdf	619c33897c9a0537aea50e2e	11/22/2021
Diversity plan	2021-11-11 Winchendon Grows LLC - Cultivation - Diversity Plan.pdf	pdf	619c338a084df83201c004ec	11/22/2021
Transportation of marijuana	2021-10-05 Winchendon Grows LLC - Cultivation - Transportation of Marijuana.pdf	pdf	619c339286cf8531b41aa5d2	11/22/2021

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: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

Applicant

I, Frederick T Massa, (*insert name*) certify as an authorized representative of Winchendon Grows LLC (*insert name of applicant*) that the applicant has executed a host community agreement with the Town of Winchendon (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 9/15/2021 (*insert date*).

Frederick T Massa

Signature of Authorized Representative of Applicant

Host Community

I, Justin Sultzbach, Town Manager, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for the Town of Winchendon (*insert name of host community*) to certify that the applicant and the Town of Winchendon (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 9/15/2021 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

Winchendon Grows, LLC

Marijuana Cultivation and Manufacturing
Commercial Drive
Assessor ID Map 12, Parcel 23

Plan to Remain Compliant with Local Permits and Zoning

Winchendon Grows, LLC, (the Applicant), requires a special permit with site plan approval from the Planning Board for its indoor cultivation operation to be located in the Large Scale Commercial (a/k/a Highway Commercial) (C-1) Zoning District in the Town of Winchendon. The subject property is a 20 acre parcel +/- under the care and control of the Winchendon Redevelopment Authority and the area is slated for new commercial development in the Town. The subject site also meets the distancing requirements under the zoning bylaw and 935 CMR 500.

The Applicant shall duly apply-for and comply-with the ordinance provisions and requirements and all applicable conditions that may be imposed by the Planning Board during the permitting process. The Applicant's site meets the buffer and distancing/setback requirements contained in the Town Zoning Bylaw and as set forth in the CCC statutes and regulations. The Applicant has reviewed the submission requirements for the special permit and the criteria/findings for a special permit to issue, all of which are consistent with the 935 CMR 500, and can and will meet all such requirements and obtain and maintain its permits as required.

The time frame for obtaining this marijuana establishment special permit and site plan approval from Planning Board is as follows: Upon formal filing with town clerk, approximately 21 days for publishing and posting of public notice of hearing date; anticipation of one or two hearings to be accomplished between 30 to 65 days following filing; approximately 14 days for board's writing of final decision and filing of decision with town clerk for 20-day appeal period. Total time-frame is approximately 120-150 days for special permit. A building permit with professional engineering stamped/signed plans will be submitted for application for building permit and the building dept. has 30 days to issue upon confirmation that submitted construction filings/plans comply with building code. After construction, a certificate of use/occupancy will be required prior to commencing operations, which typically takes 15 to 30 days to obtain.

END OF COMPLIANCE PLAN

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): August 9, 2021
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

- a. Date of publication: 7/26/21
- b. Name of publication: Gardner News

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

- a. Date notice filed: 7/19/21

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

- a. Date notice(s) mailed: 7/19/21

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



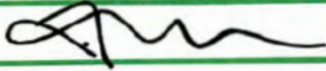
Name of applicant:

Winchendon Grows LLC

Name of applicant's authorized representative:

Frederick Massa

Signature of applicant's authorized representative:



AP FACT CHECK

Trump is relentless with election fabrication claims

Jonathan J. Cooper
and Calvin Woodward
ASSOCIATED PRESS

Editor's note: A look at the tenacity of claims by political figures.

PHOENIX — In mid-May, partisan investigators hired by Arizona state lawmakers looked off their allegation that the state's most populous county had destroyed its 2020 election database. Confronted with proof that the data still existed, they admitted everything was true.

Two months later, the tale lives on. At an event Saturday in Phoenix, former President Donald Trump presented the debunked allegation as a key piece of evidence that Arizona's electoral votes were stolen from him in 2020. ROSS D. FREEMAN/AP



At an event Saturday in Phoenix, former President Donald Trump presented the debunked allegation as a key piece of evidence that Arizona's electoral votes were stolen from him in 2020. ROSS D. FREEMAN/AP

Over nearly two hours, Trump revisited his tautologues of grievance, leveling allegations of fraud that election officials and judges have systematically refuted or brushed aside.

A look at his remarks in Phoenix: **Trump:** "Unbelievably, the auditors have testified that the master database for the election management system, I'm sorry to tell you, has been deleted...blaming the main database for all of the election-related data in Maricopa for 2020 has been illegally erased. It's been erased."

The facts: Wholly false. The database was never deleted.

At first, auditors hired by Republican state senators sympathetic to Trump reported that a database directory was deleted from an election management server. The official Twitter account tied to the audit said the deletion amounted to "redaction of evidence."

Board Chairman Jack Sellers said the auditors "can't find the files because they don't know what they're doing." Maricopa County Recorder Stephen Richer, a Republican who took over the elections office after defeating a Democrat, called the allegation "unfounded."

The next day, Ben Cotton, founder of a digital forensics firm working on the audit, confirmed he had recovered all of the files. The auditors deleted their tweets.

Trump: "There were 18,000 people who voted in Arizona in 2020 who were then purged from the rolls immediately after the election."

The facts: This didn't happen. His insinuation that people were stricken from the rolls because they voted for him is baseless.

Actually, 13,290 voters were removed from the rolls in the two months after the election, not 18,000 right away.

Imprisoned 'Dating Game Killer' dies in California

Donald Thompson
ASSOCIATED PRESS

SACRAMENTO, Calif. — A prolific serial torture-slayer dubbed "The Dating Game Killer" died Saturday while awaiting execution in California, authorities said. Rodney James Alcalá was 77.

He died of natural causes at a hospital in San Joaquin Valley, prison officials said in a statement.

Alcalá was sentenced to death in 2010 for five slayings in California between 1977 and 1979, including that of a 12-year-old girl, though authorities estimate he may have killed up to 130 people across the country.

Alcalá received an additional 25 years to life in 2013 after pleading guilty to two homicides in New York.

He was charged again in 2016 after DNA evidence connected him to the 1977 death of a 28-year-old woman whose remains were found in a remote area of southwest Wyoming. But a prosecutor said Alcalá was too ill to face trial in the death of the woman, who was six months pregnant when she died.

California's death row is in San Quentin State Prison near San Francisco, but for years Alcalá had been housed more than 200 miles away at a prison in Corcoran where he could receive medical care around the clock.

Prosecutors said Alcalá stalked women like prey and took earrings as trophies from some of his victims.

"You're talking about a guy who is hunting through Southern California looking for people to kill because he enjoys it," Orange County, California, prosecutor Matt Murphy said during his trial.



Rodney James Alcalá, a prolific serial torture-slayer dubbed "The Dating Game Killer," has died while awaiting execution in California. He was 77. DAVID HANDELMAN/AP FILE

Investigators say his true victim count may never be known.

Earrings helped put him on death row, though Gov. Gavin Newsom has imposed a moratorium on executions so long as he is governor.

The mother of 12-year-old Robin Samsoe testified at his murder trial that a pair of gold ball earrings found in a jewelry pouch in Alcalá's storage locker belonged to her daughter.

But Alcalá claimed that the earrings were his and that a video clip from his 1976 appearance on "The Dating Game" shows him wearing the studs nearly a year before Samsoe died. He denied the slayings and cited inconsistencies in witness accounts and descriptions.

Investigators said one victim's DNA was found on a nose-shaped earring in Alcalá's possession, and his DNA was found in her body.

(800) 695-1924

Hours:
8:30am - 4:00pm

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REAL ESTATE RENTALS

APARTMENTS

GARDNER 300RM. 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DJA

TOWN OF WINCHENDON
LEGAL NOTICE*Community Outreach Meeting -*

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for August 9, 2021 at 6:35pm in the second floor auditorium at 109 Front St. Winchendon MA 01475. **The proposed Marijuana Cultivation and Manufacturing Facility is to be located on a parcel identified as Assessors Map 12 parcel 23, Commercial Dr. Winchendon MA 01475.** Any person wishing to participate or provide comment is strongly encouraged to attend where there will be an opportunity for the public to ask questions. Reasonable accommodation will be attempted upon written request to the Selectmen's Office prior to the meeting.

By: Winchendon Board of Selectmen
Audrey LaBrie, Chair
(978) 297-0085

Publication Date: July 26, 2021
Gardner News

mailed 7/19



300 foot Abutters List Report

Winchendon, MA
July 08, 2021

Attachment C

Subject Property:

Parcel Number: 12-0-23
CAMA Number: 12-0-23
Property Address: BEMIS RD

Mailing Address:

WINCHENDON, MA 01475

Abutters:

Parcel Number: 12-0-100
CAMA Number: 12-0-100
Property Address: 37 COMMERCIAL DR

Mailing Address:

WINCHENDON, MA 01475

Parcel Number: 12-0-102
CAMA Number: 12-0-102
Property Address: COMMERCIAL DR

Mailing Address:

WINCHENDON, MA 01475

Parcel Number: 12-0-104
CAMA Number: 12-0-104
Property Address: OFF GARDNER RD

Mailing Address:

WINCHENDON, MA 01475

Parcel Number: 12-0-105
CAMA Number: 12-0-105
Property Address: COMMERCIAL DR

Mailing Address:

WINCHENDON, MA 01475

Parcel Number: 12-0-16
CAMA Number: 12-0-16
Property Address: BEMIS RD

Mailing Address:

WESTFIELD, MA 01085

Parcel Number: 12-0-20
CAMA Number: 12-0-20
Property Address: BEMIS RD

Mailing Address:

RINDGE, NH 03461

Parcel Number: 12-0-21
CAMA Number: 12-0-21
Property Address: BEMIS RD

Mailing Address:

LUNENBURG, MA 03055

Parcel Number: 12-0-22
CAMA Number: 12-0-22
Property Address: BEMIS RD

Mailing Address:

AYER, MA 01432

Parcel Number: 12-0-24
CAMA Number: 12-0-24
Property Address: 104 GARDNER RD

Mailing Address:

WINCHENDON, MA 01475

Parcel Number: 12-0-25
CAMA Number: 12-0-25
Property Address: 106 GARDNER RD

Mailing Address:

WINCHENDON, MA 01475



www.cai-tech.com

7/8/2021

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

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Abutters List Report - Winchendon, MA

Doc ID: 87e1f9b4626326aeac4032883ea4336a288d6eea



300 foot Abutters List Report

Winchendon, MA

July 08, 2021

Parcel Number: 12-0-56
CAMA Number: 12-0-56
Property Address: TEEL RD

Mailing Address:

EXETER, NH 03833

Parcel Number: 12-0-57
CAMA Number: 12-0-57
Property Address: TEEL RD

Mailing Address:

EXETER, NH 03833

Parcel Number: 12-0-70
CAMA Number: 12-0-70
Property Address: GARDNER RD

Mailing Address:

ASHBURNHAM, MA 01430

Parcel Number: 12-0-71
CAMA Number: 12-0-71
Property Address: GARDNER RD

Mailing Address:

ASHBURNHAM, MA 01430

Parcel Number: 12-0-72
CAMA Number: 12-0-72
Property Address: 108 GARDNER RD

Mailing Address:

WINCHENDON, MA 01475

Parcel Number: 12-0-73
CAMA Number: 12-0-73
Property Address: GARDNER RD

Mailing Address:

ASHBURNHAM, MA 01430

Parcel Number: 12-0-76
CAMA Number: 12-0-76
Property Address: 110 GARDNER RD

Mailing Address:

WINCHENDON, MA 01475

Parcel Number: 12-0-99
CAMA Number: 12-0-99
Property Address: 63 COMMERCIAL DR

Mailing Address:

WESTFIELD, MA 01085



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7/8/2021

Page 2 of 2

Abutters List Report - Winchendon, MA

Doc ID: 87e1f9b4626326aeac4032883ea4336a288d6eea

POSITIVE IMPACT PLAN

Governed by: M.G.L. ch. 94G, §4 and 935 CMR 500.101(1)(a)(11)

Winchendon Grows, LLC (“Winchendon Grows” or “the Company”) is dedicated to serving and supporting those disproportionately harmed by cannabis prohibition. Winchendon Grows’ Positive Impact Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy.

The Cannabis Control Commission has identified the following Groups as those that should be targeted and supported:

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

To support such populations, Winchendon Grows has created a Positive Impact Plan, summarized below, and has identified numerous goals and priorities.

Goals

#1 - Provide Massachusetts residents from ADIs with increased access to education and/or job training in the cannabis industry by giving \$2,500 in financial support per year to *New England Veteran’s Alliance, Inc.*

#2 - Provide at least five Massachusetts residents per year who have past drug convictions or who have parents or spouses who have had drug convictions with education and support relating to sealing criminal records to reduce barriers to entry in the cannabis industry and the workforce in general.

Programs

Our commitment to positively impact disproportionately harmed populations is an essential part of the company’s ethos. Specifically, to implement the defined Goals, Winchendon Grows will:

#1 - Give an annual donation of \$2,500 to *New England Veteran’s Alliance, Inc. (NEVA)*. NEVA endeavors to develop skills for its members through mentoring, educational and informational events with cannabis industry networking opportunities, and to provide financial support to allow them to continue to provide cultivation education and peer support groups for Veterans in Massachusetts. Funds donated will

Winchendon Grows LLC - Cultivation

support two *New England Veteran's Alliance, Inc.* programs that provide: (1) education to veterans on cannabis cultivation; and (2) peer support groups for veterans. *New England Veteran's Alliance, Inc.* has a membership consisting heavily of Massachusetts residents disproportionately impacted by the War on Drugs, including residents in Cannabis Control Commission defined "areas of disproportionate impact" and individuals who have had a past drug conviction and have lived in the Commonwealth of Massachusetts within the last 12 months. A donation to NEVA will help residents of areas of disproportionate impact increase their chances of receiving a position in the cannabis industry through mentorship, educational, and information events in addition to networking opportunities with cannabis companies.

#2 - Host an annual record sealing workshop teaching which criminal records can be sealed and how to seal them. The workshop will also assist individuals through the sealing process with the courts or probation department. The workshop will be advertised in print and online sources to include ADI and local newspapers. Specific sources utilized will include *The Gardner News*.

Measurements and Metrics

Winchendon Grows will develop specific initiatives, creating partnerships and achieving measurable outcomes to ensure that Winchendon Grows meets the Plan's goals. We will audit the progress of the plan annually upon provisional license renewal and will disclose tracked measurement metrics. Metrics tracked will include the following:

#1 - At the end of each year, Winchendon Grows will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the company has given to NEVA as outlined above. Winchendon Grows will continue to assess the viability and impact of financial donations made and annually review donation amounts. NEVA will provide an annual report to Winchendon Grows summarizing the use of the funds, as well as indicating the number of veterans participating in the programs are from an area of disproportionate impact and/or whether the particular program assisted veterans with past drug convictions.

#2 - Winchendon Grows will document the record sealing workshop date, the topics discussed, the number of attendees, to which targeted group the attendees belong and referral sources. Participating individuals or businesses will be asked to complete an assessment of the program which will provide insight into the demographics of the attendees, the helpfulness and clarity of the topics presented as well as suggestions for future programs.

Disclosures

Winchendon Grows acknowledges and will adhere to the requirements set forth in *935 CMR 500.105(4)* which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

Winchendon Grows LLC - Cultivation

Any actions taken, or programs instituted, by Winchendon Grows will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Winchendon Grows understands that the progress or success of this plan must be demonstrated upon each annual license renewal period in conformity with *935 CMR 500.103(4)(b)*.



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

mass.gov/dor

Letter ID: L1685728448
Notice Date: November 1, 2021
Case ID: 0-001-301-490



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



WINCHENDON GROWS, LLC
12 MOUNT VERNON ST APT 47
MELROSE MA 02176-5267

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, WINCHENDON GROWS, 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



William Francis Galvin
Secretary of the
Commonwealth

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

October 25, 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

WINCHENDON GROWS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 22, 2021.**

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:
FREDERICK MASSA, STEPHEN CEFALO

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **FREDERICK MASSA, STEPHEN CEFALO**



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

OPERATING AGREEMENT

OF

WINCHENDON GROWS, LLC

THIS OPERATING AGREEMENT of Winchendon Grows, LLC (the “Company”) is dated as of July 01, 2021 (the “Effective Date”), by and among the Persons identified on Schedule I (each, a “Member” and collectively, the “Members”).

WHEREAS, the Company was formed as a limited liability company pursuant to a Certificate of Organization filed with the Secretary of State of the Commonwealth of Massachusetts on June 21, 2021, in accordance with the Massachusetts Limited Liability Company Act, in order to conduct the businesses described therein; and

WHEREAS, the Members wish to enter into this Agreement to provide for, among other things, the management of the business and affairs of the Company, the allocation of profits and losses among the Members, the respective rights and obligations of the Members to each other and to the Company, and certain other matters.

NOW, THEREFORE, the Members agree as follows:

ARTICLE I

NAME, OFFICE, AGENT, ORGANIZATION, POWERS AND MEMBERS

1.01 Defined Terms. Capitalized terms used herein and not otherwise defined will have the respective meanings ascribed to them in ARTICLE X.

1.02 Name of the Limited Liability Company. The name of the Company is Winchendon Grows, LLC. The name of the Company may be changed at any time or from time to time by the Board of Managers.

1.03 Registered Office and Registered Agent. The registered office and registered agent of the Company in the Commonwealth of Massachusetts will be:

Stephen Cefalo

12 Mount Vernon St. # 47

Melrose MA 02176

Cell: 781 789 5808

stevecefalo@icloud.com

The registered office and/or registered agent may be changed from time to time by the Board of Managers. If the registered agent resigns, then the Company will promptly appoint a successor. Any change in the registered office or registered agent will be undertaken pursuant to the Act and reflected in an amendment to the Certificate. The Board of Managers may establish places of business of the Company within and without the Commonwealth of Massachusetts, as and when required by its business and in furtherance of its purposes and may appoint agents for

service of process in all jurisdictions in which the Company will conduct business.

1.04 Principal Office. The principal office of the Company will be located at 12 Mount Vernon St. # 47 Melrose MA 02176, or at such other place as the Board of Managers may designate.

1.05 Organization. The Board of Managers has or will cause to be filed such certificates and documents as may be necessary or appropriate to comply with the Act and any other applicable requirements for the operation of a limited liability company in accordance with the laws of the Commonwealth of Massachusetts and any other jurisdictions in which the Company will conduct business.

1.06 Nature of Business. The general character of the business of the Company is to operate a cultivation, processing and manufacturing firm and to engage in any lawful act or activity for which limited liability companies may be formed under the Act.

1.07 Members.

(a) **Members.** The names, addresses, initial Capital Contributions, Units and Percentage Interests of the Members are set forth on Schedule I. All Members acknowledge and agree that the initial Capital Contributions set forth in Schedule I represent the amount of money initially contributed by the Members. Schedule I shall be updated by the Company from time to time to reflect any changes to Schedule I. The rights of a Member to share in the profits and losses of, and the right to receive distributions from (collectively, the “Economic Rights”), and voting rights in, the Company shall be represented by such Member’s “Units.”

(b) **Admission of New Members.** A Person may be admitted to the Company as a Member entitled to all the rights of a Member if, and only if, (i) the Board of Managers has consented to such admission in writing, the granting or denying of which consent will be in its sole discretion, and (ii) such Person executes and delivers an amendment or counterpart to this Agreement. In addition, such Person will execute and deliver such other instruments, in form and substance satisfactory to the Board of Managers, as may be necessary, appropriate or desirable to effect such admission and to confirm the agreement of such Person to be bound by the terms and provisions of this Agreement.

1.08 Term. The term of the Company commenced upon the filing of the Certificate in the Office of the Secretary of State of the Commonwealth of Massachusetts and will continue until the Company dissolves and its affairs are wound up in accordance with ARTICLE VIII and the Act.

1.09 Confidentiality.

(a) Each Member will at all times keep and hold all Proprietary Information in strict confidence and trust and will not use or disclose any Proprietary Information without the prior written consent of the Company, except as necessary to perform his or her duties as an employee

or independent contractor of the Company for the benefit of the Company. Upon termination of employment with or service to the Company, or otherwise upon the Company's request, each Member will promptly deliver to the Company all documents, programs, codes, and materials of any nature or form pertaining to his or her work with the Company and will not take any documents or materials or copies thereof containing any Proprietary Information.

(b) The restrictions set forth in Section 1.09(a) will not apply to any information that: (i) was known to the Member prior to the date of such disclosure; (ii) was generally known to the public prior to the date the information was received by the Member; (iii) becomes known to the public subsequent to the date it was received by the Member through no breach of this Agreement on the part of the Member; (iv) corresponds in substance to information disclosed to the Member at any time by a third party having no obligation of confidentiality to the Company; (v) is developed by the Member independently and without reference to the Proprietary Information; or (vi) is required to be disclosed by the Member by the order of a court or administrative agency of competent jurisdiction, provided, however, that the Member will give the Company notice sufficient to permit the Company to contest or request the modification of such order.

1.10 Disclosure and Assignment of Inventions.

(a) Disclosure. Each Member will promptly disclose in confidence to the Company all inventions, improvements, original works of authorship, designs, compositions, processes, trade secrets or computer software, programs or technologies that he or she makes, conceives, first reduces to practice or creates, either alone or jointly with others, and that (i) are developed using equipment, supplies, facilities or trade secrets of the Company, (ii) result from work performed by such Member for the Company or (iii) are developed in the course of providing services to the Company as a Manager or employee and relate to the Company's current or anticipated business or research and development (in each case, an "Invention") and whether or not any such Invention is patentable, copyrightable or protectable as trademarks or trade secrets.

(b) Work for Hire. Each Member acknowledges and agrees that copyrightable works prepared by such Member in the course of providing services to the Company as a Manager or employee are "works for hire" under the United States Copyright Act and that the Company will be considered the author and owner of such copyrightable works.

(c) Assignment. Each Member agrees that all Inventions will be the sole and exclusive property of the Company and are hereby irrevocably assigned by such Member to the Company. In addition, each Member irrevocably transfers and assigns to the Company any and all: (i) copyrights, patents, trademarks and service marks (and registrations and applications therefor) with respect to any Invention; (ii) rights or interests with respect to any Invention which are protected by non-statutory or common law, including but not limited to, trade secrets and know-how; and (iii) all other rights generally associated with, derived from or appurtenant to the foregoing. The foregoing are hereinafter referred to as "Intellectual Property Rights."

(d) Assistance. Each Member agrees to assist the Company, at the Company's

expense, in every proper way, including executing documents reasonably requested by the Company, to obtain and enforce Intellectual Property Rights for the Company.

ARTICLE II **CAPITAL CONTRIBUTIONS AND LIABILITY OF MEMBERS**

2.01 Capital Accounts. A separate Capital Account will be established and maintained for each Member and adjusted in accordance with Treasury Regulations under Section 704 of the Code. In the event any Units in the Company are Transferred in accordance with the terms of this Agreement, the transferee will succeed to the Capital Account of the transferor to the extent it relates to the Transferred Units.

2.02 Capital Contributions.

(a) Contributions by the Members. Each Member has contributed cash to the capital of the Company in the amount set forth opposite his or her name on Schedule I attached hereto.

(b) Except as otherwise provided in this ARTICLE II, no Member will be obligated to contribute any capital to the Company. A Member may contribute additional cash, property, or like-kind services, to the capital of the Company only with the consent of the Board of Managers.

2.03 No Withdrawal of or Interest on Capital. No interest will accrue on any contributions to the capital of the Company, and no Member will have the right to withdraw from the Company or to be repaid any capital contributed by him or to receive any other payment in respect of his Units in the Company, including, without limitation, payment received as a result of the withdrawal or resignation of such Member from the Company, except as specifically provided in this Agreement.

2.04 Liability of Members. The liability of the Members for the losses, debts and obligations of the Company will be limited to their Capital Accounts and, if applicable, any guarantees executed by the Members in connection with third-party loans obtained pursuant to the provisions of Section 2.05; provided, however, that under applicable law, the Members may under certain circumstances be liable to the Company to the extent of previous distributions made to them if the Company does not have sufficient assets to discharge its liabilities.

2.05 Funding Additional Capital Requirements.

(a) Following the contribution by the Members of capital under Section 2.02 above, if the Company requires additional funds to carry out its purposes, to conduct its business, or to meet its obligations, the Company may borrow funds from lender(s), including Managers and any or all of the Members, on such terms and conditions as are approved by the Board of Managers in its sole discretion. No loan made to the Company by any Member or Manager will constitute a Capital Contribution to the Company for any purpose. Should a third-party lender require a guarantee of its loan to the Company, each of the Members may provide such a

guarantee at the Member's sole discretion. The Board of Managers will endeavor to limit the liability of each Member to his or her respective Percentage Interest relative to the loan balance and each Member agrees to execute a cross-indemnity agreement with respect to amounts actually paid by any Member with respect to any such guarantee.

If the Company is unable to or determines not to borrow funds from third parties, banks, Members or Managers, the Company may seek the contribution of additional funds from the Members in their respective relative Percentage Interests. If a Member chooses not to contribute additional funds, then, unless otherwise agreed to by the Members, any funds contributed by a Member in excess of those funds contributed by other Members will be treated as a loan to the Company at the Applicable Interest Rate and not as an additional Capital Contribution.

(b) No Member or Manager will be obligated to make any Capital Contributions or loans to the Company, or otherwise supply or make available any funds to the Company, even if the failure to do so would result in a default of any of the Company's obligations or the loss or termination of all or any part of the Company's assets or business.

(c) The provisions of this section 2.05 are not intended to be for the benefit of any creditor or other Person (other than a Member in its capacity as a Member) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the Company or any of the Members. Notwithstanding anything contained in this Agreement, including specifically, but without limitation, this ARTICLE II, no such creditor or other Person will obtain any rights under this Agreement or will, by reason of this Agreement, make any claim in respect of any debt, liability or obligation against the Company or any Member.

(d) If capital is required for operating purposes, the Members may supply such capital in the form of like-kind services. The provision of such like-kind services will not constitute a Capital Contribution without the consent of the Board of Managers.

ARTICLE III **DISTRIBUTIONS**

3.01 Distributions to Members. Except as otherwise provided in Section 3.05, distributions to Members (and transferees approved and permitted in accordance with Article VII) may be made in cash or property, or both, and will be made, at such times and in such amounts as the Board of Managers may approve. Except as otherwise provided in Sections 3.02 and 3.03, such distributions will be allocated among the Members in accordance with their Percentage Interests.

3.02 Distributions Upon Liquidation. Upon dissolution or liquidation of the Company, the assets of the Company will be distributed in the manner provided in Section 8.02.

3.03 Distributions of Capital Proceeds. Capital Proceeds from a Capital Transaction other than a Terminating Capital Transaction will be distributed and applied by the Company in the following order and priority:

- (a) To the payment of all expenses of the Company incident to the Capital Transaction; then
- (b) To the payment of debts and liabilities of the Company then due and outstanding (including all debts due to any Member); then
- (c) To the establishment of any reserves which the Managers deem necessary for liabilities or obligations of the Company; then
- (d) The balance will be distributed to the Members in proportion to their Percentage Interests.

3.04 Distribution of Assets in Kind. If any assets of the Company are distributed in kind, such assets will be distributed on the basis of their fair market value as of the date of distribution as determined by the Board of Managers in its sole discretion net of any liabilities. Any Member entitled to any interest in such assets will, unless otherwise determined by the Board of Managers, receive separate assets of the Company and not an interest as a tenant-in-common with other Members so entitled in any asset being distributed.

3.05 Tax Withholding. If the Company incurs a withholding tax obligation with respect to the share of income allocated to any Member, (a) any amount which is (i) actually withheld from a distribution that would otherwise have been made to such Member and (ii) paid over in satisfaction of such withholding tax obligation will be treated for all purposes under this Agreement as if such amount had been distributed to such member under Section 3.06, and (b) any amount which is so paid over by the Company, but which exceeds the amount, if any, actually withheld from a distribution which would otherwise have been made to such Member, will be treated as an interest-free advance to such Member. Amounts treated as advanced to any Member pursuant to this Section 3.05 will be repaid by such Member to the Company within thirty (30) days after the Board of Managers gives notice to such Member making demand therefor. Any amounts so advanced and not timely repaid will bear interest, commencing on the expiration of said thirty (30) day period, compounded monthly on unpaid balances, at an annual rate equal to the short term Applicable Interest Rate as of such expiration date. The Company may withhold any unpaid amounts from any distributions that would otherwise be made to such Member.

3.06 Distributions to Cover Members' Tax Liability. Notwithstanding anything herein to the contrary, the Board of Managers will, from Available Cash, distribute to Members amounts (in excess of any amount deemed distributed under Section 3.05) intended to cover the potential federal, state or local tax obligations of such Members on account of the cumulative allocation to them of taxable income in excess of tax losses pursuant to this Agreement. For purposes of the foregoing, such federal, state and local tax obligations of each Member will be assumed to equal the highest effective combined federal and state income tax rate applicable to any Member (or, in the case of a flow-through entity, the tax rate applicable to the members of such flow-through entity) multiplied by the cumulative allocation to such Member of taxable

income in excess of tax losses determined as described in the definition of Profits and Losses, with the result reduced by the cumulative amount previously distributed pursuant to this section 3.06. Partial distributions to the Members pursuant to this Section 3.06 will be made in proportion to their respective amounts calculated under the previous sentence. Distributions made pursuant to this Section 3.06 will be considered for all purposes of this Agreement as advanced against distributions to the Members pursuant to Sections 3.01 and 3.02 hereof.

ARTICLE IV **ALLOCATION OF PROFITS AND LOSSES**

4.01 Profit or Loss Other Than From a Capital Transaction. After giving effect to the special allocations set forth in Section 4.02, for any Fiscal Year, Profit or Loss will be allocated to the Members as follows:

(a) all Profit or Loss, including without limitation Profit or Loss from a Capital Transaction, will be allocated to all Members in proportion to their Percentage Interests.

4.02 Regulatory Allocations. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 704 of the Code and the Regulations thereunder (including, without limitation, the “nonrecourse deduction,” “adjusted capital account deficit,” “qualified income offset” and “minimum gain chargeback” provisions thereof) and shall be interpreted and applied in a manner consistent with such Regulations. If the Board of Managers shall determine that it is prudent to modify the manner in which the Capital Accounts, or any additions or subtractions thereto, are computed in order to comply with such Regulations, the Board of Managers may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Article VIII upon the dissolution of the Company.

ARTICLE V **MANAGEMENT**

5.01 Management of the Company. The business and affairs of the Company will be managed by or under the direction of the Board of Managers, which will exercise all of the powers of the Company except as otherwise provided by law or this Agreement. All management and other responsibilities not specifically reserved to the Members in this Agreement or in the Act will be vested in the Board of Managers, and the Members will have no voting rights except as specifically provided in this Agreement or in the Act. Except as otherwise provided in this Agreement or in the Act, all acts of the Board of Managers will be approved by the unanimous vote of the members of the Board of Managers.

5.02 Managers.

(a) **Board of Managers.** The Board of Managers will initially consist of Two (2) Managers, who will be Stephen Cefalo and Frederick Massa. Managers will be appointed or removed only by a Vote of the Members.

(b) Size of the Board. The number of Managers constituting the full Board of Managers may be increased or decreased only by a Vote of the Members.

(c) Tenure. Each Manager will serve on the Board of Managers until the earlier of: (i) the resignation or removal of such Manager in accordance with this Agreement or (ii) the death or Disability of such Manager.

(d) Resignation and Removal.

(i) Any Manager may resign by delivering his or her written resignation to the Company at its Principal Office. Such resignation will be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

(ii) Any Manager may be removed at any time, with or without cause, by a Vote of the Members.

(e) Meetings. The Board of Managers will establish meeting times, dates and places and requisite notice requirements (not shorter than those provided in Subsection (f) below) and adopt rules or procedures consistent with the terms of this Agreement. Any Manager may call a meeting of the Board of Managers by giving notice as required in Section 5.02(f). Unless otherwise approved by the Board of Managers, each regular meeting of the Board of Managers will be held at the Company's Principal Office. At such meetings, the Board of Managers will transact such business as may properly be brought before the meeting, whether or not notice of such meeting referenced the action taken at such meeting.

(f) Notice of Meetings. Except as otherwise provided herein, notice of any meeting of the Board of Managers will be given to each Manager by the Manager calling the meeting. Notice will be duly given to each Manager (i) by giving notice to such Manager in person or by telephone at least twenty-four (24) hours in advance of the meeting; (ii) by sending a telegram, telefax, or e-mail, or delivering written notice by hand, to his last known business or home address at least twenty-four (24) hours in advance of the meeting; or (iii) by mailing written notice to his last known business or home address at least three (3) business days in advance of the meeting. A notice or waiver of notice of a meeting of the Board of Managers need not specify the purposes of the meeting. Notice of a meeting need not be given to any Manager if a written waiver of notice, executed by him before or after a meeting, is filed with the records of the meeting, or to any Manager who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him.

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

(h) Quorum. All of the Managers will be necessary to constitute a quorum at all

meetings of the Board of Managers. In the absence of a quorum at any such meeting, a majority in number of the Managers present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum will be present.

(i) Action at Meeting. At any meeting of the Board of Managers at which a quorum is present, the unanimous vote of all of the members of the Board of Managers will be required to take any action, unless a different vote is specified by law, the Certificate, or this Agreement. The Managers will keep regular minutes of any meeting of the Managers and will file such minutes with the records of the Company.

(j) Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting and without notice, if all of the Managers consent to the action in writing, and the written consents are filed with the records of the Company.

(k) Voting. Each Manager will have one (1) vote.

(l) Delegation. The Board of Managers will have the power to delegate authority to such committees of Managers, Officers, employees, agents and representatives of the Company as it may from time to time deem appropriate. Any delegation of authority to take any action must be approved in the same manner as would be required for the Board of Managers to approve such action directly.

5.03 Officers of the Company. The Officers of the Company will consist of such officers as the Board of Managers may from time to time designate, who will have such duties and responsibilities as the Board of Managers will determine. Officers be appointed or removed only by unanimous vote of the Board of Managers.

5.04 Meetings of the Members

(a) Meetings. Meetings of the Members may be called by a majority of the Members to vote on any matter properly before the Members under the Act. Notices of meetings of the Members will be given in accordance with the provisions in Section 5.02(f) for notices of meetings of the Board of Managers.

(b) Voting Rights. Each Member will have that number of votes that corresponds to his or her Percentage Interest.

(c) Action at Meeting. At any meeting of the Members, the vote of Members holding not less than a majority of outstanding Percentage Interests will be required to take any action and/or to approve any action requiring the approval of the Members (“Vote of the Members”), unless a different vote is specified by law, the Certificate or this Agreement. The Members will keep regular minutes of any meeting of the Members and will file such minutes with the records of the Company.

(d) Action by Written Consent. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting, if Members having not less than the minimum number of votes that would be necessary to take the action at a meeting at which all Members entitled to vote on the action were present and voted, consent to the action in writing, and the written consents are filed with the records of the Company.

(e) Meetings by Telephone Conference Calls. Members may participate in a meeting of the Members by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means will constitute presence in person at such meeting.

5.05 Managers as Members. A Manager may hold Units in the Company as a Member, and such person's rights and interest as a Manager will be distinct and separate from such person's rights and interest as a Member.

5.06 Binding the Company. Subject to the provisions of this Agreement and the Certificate, any person acting as a Manager may execute on behalf of the Company any and all deeds, leases, contracts, bonds, notes, checks, drafts or other obligations, to the extent authorized by the Board of Managers.

5.07 Contracts with Members. The Company may enter into agreements with any Member or Affiliate of a Member for the acquisition of property or rendition of services, provided that the acquisition of such property from, or the rendition of such services by, such Member or Affiliate will have the consent of the Board of Managers. The affected Member will in each case disclose in advance the existence of any such affiliation to the Board of Managers.

5.08 Indemnification and Exculpation.

(a) Neither the Manager, any officer, nor any Affiliate, director, manager, officer, partner, stockholder, member, controlling person or employee of the Manager, or any officer, nor any person serving at the request of the Company as a director, officer, employee, partner, manager, member, trustee or independent contractor of another partnership, limited liability company, corporation, joint venture, trust or other enterprise (all of the foregoing persons and entities being referred to collectively as "Indemnified Parties" and individually as an "Indemnified Party") shall, to the maximum extent permitted under applicable law, be liable to the Company or any Member for any act or omission suffered or taken by it or him that is not in violation of this Agreement and (a) the Indemnified Party acted in good faith in the reasonable belief that his action was in the best interest of the Company and (b) the conduct of the Indemnified Party did not constitute fraud, gross negligence or willful misconduct.

(b) To the maximum extent permitted by applicable law, each Indemnified Party shall be fully protected and indemnified by the Company out of Company assets against all liabilities and losses (including amounts paid in respect of judgments, fines, penalties or settlement of litigation, and legal fees and expenses reasonably incurred in connection with any pending or threatened litigation or proceeding) suffered by virtue of its or his serving as an Indemnified

Party with respect to any action or omission suffered or taken that is not in violation of this Agreement and (a) the Indemnified Party acted in good faith in the reasonable belief that his action was in the best interest of the Company and (b) the conduct of the Indemnified Party did not constitute fraud, gross negligence or willful misconduct. The Company may advance expenses, including legal fees, for which any Indemnified Party would be entitled by this Agreement to be indemnified upon receipt of an unsecured undertaking by such Indemnified Party to repay such advances if it is ultimately determined by a court of proper jurisdiction that indemnification for such expenses is not permitted by law or authorized by this Agreement.

5.09 Other Activities.

(a) Each Member, Manager and Officer will be required to devote such time to the affairs of the Company as may be necessary to manage and operate the Company subject to the provisions hereof and any other agreements with the Company, and will be free to serve any other Person or enterprise in any capacity such Manager or Officer may deem appropriate in his, her or its discretion.

(b) Except as set forth in this Agreement, the Members, Managers, Officers, and any Affiliates of a Member, Manager or Officer, may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as directors, officers, stockholders, managers, members and general or limited partners of corporations, partnerships or other limited liability companies, and neither the Company nor any other Member, Manager or Officer will have any rights in or to such ventures or opportunities or the income or profits therefrom.

5.10 Major Decisions.

(a) Notwithstanding anything to the contrary contained in this Agreement, without the prior approval of [HoldCo] (“[HoldCo]”) to the specific act in question, the Members or Board of Managers (or any officer, assistant officer or any other Person), as the case may be, shall have no right, power or authority to do, or otherwise cause the Company to do, any of the acts listed in Section 5.10(c) (each, a “Major Decision”).

(b) [HoldCo] shall either approve or disapprove any request for consent or approval of any Major Decision within ten (10) calendar days following its receipt thereof. In no event shall a failure by [HoldCo] to either approve or disapprove any such request within such ten (10) day period be deemed a consent or approval of such Major Decision.

(c) “Major Decision” will mean any of the following:

1. acquisition of any interest in real property (other than easements, licenses and similar interests) or to enter into any agreement for such purposes;
2. appointment or removal of a Manager;

3. incurrence of any indebtedness;
4. determination or modification of the salary and/or compensation of any Manager, officer, employee, agent, representative or independent contractor of the Company;
5. transfer, sale, assignment, lease, exchange, conveyance, disposal, gift, mortgage, pledge, hypothecation or encumbrance of any real property or assets;
6. entering into, modifying, amending or terminating any agreement (including but not limiting, any loan agreement or lease) involving the payment to, or obligation of the Company to pay, any amount individually or in the aggregate, greater than \$5,000 or which contains a term longer than six (6) months;
7. sale, Transfer, offer to sell or grant of equity interests (Units or otherwise) in the Company (or grant of options to acquire the same) or admission of any Person as a Member;
8. sale of all or substantially all of the assets of the Company, merger, reorganization, consolidation, amalgamation or other form of business combination with any other Person;
9. filing for bankruptcy;
10. commencement (including the filing of a counterclaim), confession of any judgment against, settlement or other disposition of any Proceeding either (A) in an amount of \$2,000.00 for each individual Proceeding or (B) that would otherwise have a materially adverse effect on the ongoing business of the Company or the Operating Company; or
11. Dissolution, termination or liquidation of the Company.

ARTICLE VI **FISCAL MATTERS**

6.01 Books and Records. The Board of Managers will keep or cause a designated third party to keep, complete and accurate books and records of the Company on the income tax method of reporting and otherwise in accordance with generally accepted accounting principles consistently applied, which will be maintained and be available, in addition to any documents and information required to be furnished to the Members under the Act, at the office of the Company for examination and copying by any Member or Manager, or his duly authorized representative, at his reasonable request and at his expense during ordinary business hours. A current list of the full name and last known address of each Member and Manager, a copy of this Agreement, any amendments thereto, the Certificate, including all certificates of amendment thereto, executed copies of all powers of attorney, if any, pursuant to which this Agreement, any amendment, the Certificate or any certificate of amendment has been executed, copies of the Company's financial statements and federal, state and local income tax returns and reports, if

any, for the three most recent fiscal years, will be maintained at the registered office of the Company. The Company will have no obligation to deliver or mail a copy of the Certificate or any amendment thereto to the Members.

6.02 Reports. The Board of Managers may cause to be prepared and sent to all Members such financial reports of the Company as the Managers may determine to be reasonable. Within ninety (90) days after the end of each fiscal year, the Board of Managers will furnish (or cause to be furnished) to all Members such information as may be needed to enable the Members to file their federal income tax returns and any required state income tax return. The cost of all such reporting will be paid by the Company as a Company expense.

6.03 Fiscal Year. The fiscal year of the Company will end on December 31 of each year.

6.04 Tax Matters Partner. David Massa will serve as the “tax matters partner” of the Company. If at any time such person is not eligible under the Code to serve, or refuses to serve, as the tax matters partner, the Board of Managers will designate a Person to serve as the tax matters partner. The tax matters partner is hereby authorized to and will perform all duties of a tax matters partner under the Code and will serve as tax matters partner until his resignation or until the designation of his successor, whichever occurs sooner.

ARTICLE VII **TRANSFERS OF UNITS**

7.01 General Restrictions on Transfer.

(a) Transfers of Units in the Company.

(i) **General.** Except as otherwise permitted under this Agreement, no Member may Transfer any Units (or any rights associated therewith) in the Company unless the Board of Managers will have previously consented to such Transfer in writing, including Transfers by operation of law, the granting or denying of which consent will be in the Board's absolute discretion.

(ii) **Transfers to Permitted Assignees.** Notwithstanding the provisions of Section 7.01(a)(i), a Member may Transfer only his Economic Rights (not his voting rights) in the Company, to any individual who is a member of his Immediate Family or who is his Legal Representative without the consent of the Board of Managers.

(b) **Substitute Members.** A transferee of the Units of a Member, or any portion thereof, will only have Economic Rights and will become a substitute Member entitled to all the rights of a Member if, and only if:

(i) the Board of Managers will have consented to such substitution in writing, the granting or denying of which consent will be in its absolute discretion;

(ii) the transferee will pay to the Company all costs and expenses incurred in connection with such substitution, including specifically, without limitation, costs incurred in the review and processing of the Transfer and in amending the Company's then current Certificate and/or Agreement, if required; and

(iii) the transferee executes and delivers an amendment to this Agreement (and to the Certificate, if required), which amendment will be executed by a Manager or other Person authorized by the Board of Managers, and such other instruments, in form and substance satisfactory to the Board of Managers, as may be necessary, appropriate or desirable to effect such substitution and to confirm the agreement of the transferee to be bound by the terms and provisions of this Agreement.

(c) **Record Owner.** The Company and the Board of Managers will be entitled to treat the record owner of any Units as the absolute owner thereof in all respects, and will incur no liability for distributions of cash or other property made in good faith to such owner until such time as a written Transfer of such Units has been received and accepted by the Board of Managers and recorded on the books of the Company. The Board of Managers may refuse to accept a Transfer until the end of the next successive quarterly accounting period.

7.02 Right of First Refusal.

(a) If at any time any Member wishes to Transfer any or all of the Units (or any rights associated therewith) owned by such Member (the “**Selling Member**”), the Selling Member shall comply with the provisions of Section 7.02.

(b) A Selling Member may only sell all or a part of its Units pursuant to a bona fide written offer received from a third party (the “**Bona Fide Offer**”). Upon receipt of any such Bona Fide Offer, the Selling Member shall submit a written offer (the “**Offer**”) to sell such Units to the Company on terms and conditions, including price, not less favorable to the Company than those contained in the Bona Fide Offer. The Offer shall disclose the identity of the proposed purchaser or transferee (the “**Purchaser**”), the Units proposed to be sold or Transferred (the “**Offered Units**”), the agreed terms of the Transfer and any other material facts relating to the Transfer.

(c) The Company shall have the right to accept the Offer as to all or part of the Offered Units. The Company shall act upon the Offer as soon as practicable after receipt from the Selling Member of the Offer, but in no event later than thirty (30) days after receipt thereof. In the event that the Company shall elect to purchase all or part of the Offered Units, the Company shall communicate in writing such election to purchase to the Selling Member, which communication shall be delivered by hand or mailed to the Selling Member at the address set forth in **Schedule I** (the “**Company Acceptance Notice**”). In the Company Acceptance Notice, the Company shall specify the amount of the Offered Units the Company wishes to purchase, and the date and time of the closing of the purchase at the Company's principal office, which date shall not be less than twenty (20) days, nor more than sixty (60) days, following the date of the Company Acceptance Notice. If the Company Acceptance Notice shall not have been delivered

to the Selling Member within thirty (30) days of the Company's receipt of the Offer, the Company shall be deemed to have rejected the Offer. The Company Acceptance Notice, when taken in conjunction with the Offer shall constitute a valid, legally binding and enforceable agreement for the sale and purchase of the Units covered thereby.

(d) At the closing of any purchase of Units pursuant to Section 7.02(c), the Selling Member shall deliver to the Company such usual and customary documents and instruments of transfer and conveyance for the Units so purchased, duly endorsed for transfer, against payment in full therefor by the Company, in cash or by bank or certified check.

(e) In the event the Company does not elect to purchase all of the Offered Units, then the Selling Member may sell the Offered Units not elected to be purchased by the Company (the "Residual Units") subject to the following terms and conditions. The Selling Member may sell the Residual Units at any time within thirty (30) days after the expiration of the period for the Company to elect to purchase the Offered Units, but subject to the provisions of this Section 7.02(e). Any such sale shall be at not less than the price and upon other terms and conditions, if any, not more favorable to the Purchaser than those specified in the Offer. Any Residual Units not sold within such thirty (30) day period shall continue to be subject to the requirements of a prior offer and re-sale pursuant to Section 7.02. In the event Units are sold to any Purchaser pursuant to this Section 7.02(e), said Purchaser shall not be admitted as a substitute Member and shall only be entitled to the Economics Rights associated with the Units unless and until the requirements set forth in Section 7.01(b) are satisfied.

7.03 Restrictions as to Certain Matters. Every Transfer of any Units (or any rights associated therewith) permitted by this ARTICLE VII will nevertheless be subject to the following restrictions:

(a) No Transfer of any Units in the Company may be made if such Transfer would cause or result in a breach of any agreement binding upon the Company or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer. The Board of Managers may require as a condition of any Transfer that the transferor furnish an opinion of counsel, satisfactory to the Board of Managers (both as to counsel and as to the substance of the opinion), that the proposed Transfer complies with applicable law, including federal and state securities laws.

(b) Any Person who acquires in any manner whatsoever any Units (or any rights associated therewith), whether or not such Person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the Company as a substitute Member as provided in Section 7.01(b), will be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this Agreement with respect to such Units and will be subject to the provisions of this Agreement with respect to any subsequent Transfer of such Units.

(c) Any Transfer in contravention of any of the provisions of this Agreement will be null and void and ineffective to Transfer any Units (or any rights associated therewith) in the

Company, and will not bind, or be recognized by, or on the books of, the Company, and any transferee in such transaction will not be or be treated as or deemed to be a Member for any purpose. In the event any Member will at any time Transfer Units (or any rights associated therewith) in the Company in contravention of any of the provisions of this Agreement, then each other Member will, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending Member will not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the provisions of this Agreement concerning such transactions.

7.04 Transfers of Units by Members Who Serve as Managers. A Transfer of Units by a Member who serves as a Manager will Transfer only the Economic Rights, duties and obligations of the transferor in his capacity as a Member, and no transferee will obtain, as a result of such Transfer, any rights as a Manager.

7.05 No Encumbrance. No Member or transferee of any Units in the Company will pledge, cause a lien to be placed against or encumber his Units in the Company in any way except to secure the obligations of the Company without the written consent of the Board of Managers.

7.06 Withdrawal. A Member will have the right to withdraw from the Company as provided for in the Act.

7.07 Tax Treatment. Any repurchase of a Member's Units pursuant to this Agreement or the Act shall, for tax purposes, be deemed a withdrawal by such Member from the Company, and the consideration paid to such Member shall be deemed a liquidating distribution. To the extent the consideration received by such Member in any such withdrawal is in excess of the Member's Capital Account immediately prior to such withdrawal, any such excess shall be deemed "goodwill" and a payment pursuant to Section 736(b) of the Code. Upon any such withdrawal the Company FMV will be determined and the sum of (i) the difference in value since the last determination of Company FMV plus (ii) the value of the withdrawing Member's Capital Account shall be allocated to the remaining Members' Capital Accounts, pro rata, in a so-called "reverse Section 704(c)" allocation. The Capital Account of the withdrawing Member shall be deemed cancelled upon such withdrawal.

ARTICLE VIII **DISSOLUTION AND TERMINATION**

8.01 Events Causing Dissolution. The Company will be dissolved and its affairs wound up upon the first to occur of the following events:

- (a) The election to dissolve the Company by a Vote of the Members;
 - (b) The entry of a decree of judicial dissolution under Section 44 of the Act;
- or

- (c) The occurrence of a Terminating Capital Transaction.

8.02 Procedures on Dissolution. Dissolution of the Company will be effective on the day of the event giving rise to the dissolution, but the Company will not terminate until the Certificate will have been cancelled and the assets of the Company will have been distributed as provided herein. Notwithstanding the dissolution of the Company, prior to the termination of the Company, as aforesaid, the business of the Company and the affairs of the Members, as such, will continue to be governed by this Agreement. The Board of Managers or, if there be none, a liquidator appointed with the consent of all of the Members, will liquidate or distribute in kind the assets of the Company, cause the cancellation of the Certificate, and apply and distribute the proceeds as contemplated by this Agreement.

(a) After payment of liabilities owing to creditors (including Members), the Board of Managers or liquidator will set up such reserves as it deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Said reserves may be paid over by the Board of Managers or such liquidator to the 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 the Board of Managers or liquidator may deem advisable, such reserves will be distributed to the Members or their assigns.

(b) After paying such liabilities and providing for such reserves, the Board of Managers or liquidator will cause the remaining net assets of the Company to be distributed to and among the Members as follows:

- (i) first, to any Members with Positive Capital Account balances, in proportion to and to the extent of such positive balances;
- (ii) the balance, if any, to the Members in accordance with their Percentage Interests.

ARTICLE IX

GENERAL PROVISIONS

9.01 Notices. Except for notices of meetings of Managers and Members, notice of which will be given in the manner provided in Section 5.02(e), any and all notices under this Agreement will be effective (a) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid; (b) on the first business day after being sent by receipt confirmed telecopy, or commercial overnight delivery service providing a receipt for delivery; (c) on the date of hand delivery or email; or (d) on the date actually received, if sent by any other method. In order to be effective, all such notices will be addressed, if to a Manager or to the Company at the principal office or the registered office of the Company, if to a Member at the last address of record on the Company books, and copies of such notices will also be sent to the last address for the recipient which is known to the sender, if different from the address so specified.

9.02 Binding Provisions. Subject to the restrictions on Transfers set forth herein, the covenants and agreements contained herein will be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, successors and assigns.

9.03 Applicable Law. This Agreement will be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of the Commonwealth of Massachusetts notwithstanding any rules regarding choice of law to the contrary.

9.04 Separability of Provisions. Each provision of this Agreement will be considered separable.

9.05 Section Titles. Section titles are for descriptive purposes only and will not control or alter the meaning of this Agreement as set forth in the text.

9.06 Amendments. The Board of Managers may, without the necessity of the consent of any of the Members, amend any provision of this Agreement in any way that would not have a material adverse effect on any Member (including, without limitation, amendments to correct clerical errors or omissions), and may amend Schedule I to this Agreement from time to time to reflect any changes in the Capital Contributions of the Members or any sale or other transfer of any Units in the Company or any withdrawal of a Member or any admission of a new Member permitted by this Agreement. In addition, the Board of Managers may, with the Vote of the Members, amend any provision of this Agreement *provided, however*, that, without the consent of each affected Member, no amendment shall be made which would make any Member a manager, increase the Capital Contribution of any Member, reduce the Percentage Interest of any Member relative to other Members in the capital, profits or distributions of the Company (except in connection with the acceptance of additional Capital Contributions in accordance with the terms of this Agreement), amend this Section 9.06, alter the limited liability of any Member hereunder or under the Act, or render any Member liable for any sums in excess of the amounts provided for herein. The Board of Managers shall promptly notify each Member of any amendment to this Agreement (without regard to whether or not such amendment required the consent of such Member).

9.07 Third Party Beneficiaries. The provisions of this Agreement, including ARTICLE III, are not intended to be for the benefit of any creditor (other than a Member who is a creditor) or other Person (other than a Member or Manager in his capacity as such) to whom any debts, liabilities or obligations are owed by (or who otherwise have any claim against) the Company or any of the Members or Managers. Moreover, notwithstanding anything contained in this Agreement, including without limitation ARTICLE III, no such creditor or other Person will obtain any rights under this Agreement or will, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the Company or any Member or Manager.

9.08 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes

all prior agreements and understandings relating to such subject matter.

To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement will be considered amended to the smallest degree possible in order to make this Agreement effective under the Act (and, if the Act is subsequently amended or interpreted in such manner as to make effective any provision of this Agreement that was formerly rendered invalid, such provision will automatically be considered to be valid from the effective date of such amendment or interpretation). The Members hereby agree that each Member and each Manager will be entitled to rely on the provisions of this Agreement, and no Member or Manager will be liable to the Company or any other Member or Manager for any action or refusal to act taken in good faith reliance on the terms of this Agreement.

The Members hereby agree that the duties and obligations imposed on the Members and Managers as such will be those set forth in this Agreement, which is intended to govern the relationship among the Company, the Members and the Managers, notwithstanding any provision of the Act or common law to the contrary.

9.09 Waiver of Partition. Each Member agrees that irreparable damage would be done to the Company if any Member brought an action in court to dissolve the Company. Accordingly, unless otherwise expressly authorized in this Agreement, each Member agrees that he will not, either directly or indirectly, take any action to require partition or appraisal of the Company or of any of the assets or properties of the Company, and notwithstanding any provisions of this Agreement to the contrary, each Member (and his successors and assigns) accepts the provisions of this Agreement as his sole entitlement on termination, dissolution and/or liquidation of the Company and hereby irrevocably waives any and all right to maintain any action for partition or to compel any sale or other liquidation with respect to his Units, in or with respect to, any assets or properties of the Company; and each Member agrees that he will not petition a court for the dissolution, termination or liquidation of the Company.

9.10 Survival of Certain Provisions. The Members acknowledge and agree that this Agreement contains certain terms and conditions which are intended to survive the dissolution and termination of the Company, including without limitation, the provisions of Sections 1.10, 2.04, 3.02 and 5.08. The Members agree that such provisions of this Agreement which by their terms require, given their context, that they survive the dissolution and termination of the Company so as to effectuate the intended purposes and agreements of the Members, will survive notwithstanding that such provisions had not been specifically identified as surviving and notwithstanding the dissolution and termination of the Company or the execution of any document terminating this Agreement, unless such termination document specifically provides for nonsurvival by reference to this Section 9.11 and to specific nonsurviving provisions.

9.11 No Partnership Intended for Nontax Purposes. The Members have formed the Company under and pursuant to the Act, and expressly do not intend hereby to form a partnership. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another party that any other Member is a partner or that the Company is a partnership, the Member making such wrongful

representation will be liable to any other Member who incurs personal liability by reason of such wrongful representation.

9.12 Intent of Agreement. This Agreement is made under and pursuant to the Act and will be construed and interpreted in all respects to qualify the Company as a limited liability company formed under the Act, to provide the Company with all the rights and privileges of a limited liability company formed under the Act and to be taxed for federal income tax purposes as a partnership in all respects under the Code and Treasury Regulations.

ARTICLE X **DEFINITIONS**

The following capitalized terms used in this Agreement will have the respective meanings ascribed to them below:

“Act” means the Massachusetts Limited Liability Company Act, as set forth in Chapter 156C of the General Laws of Massachusetts in effect at the time of the initial filing of the Certificate with the Office of the Secretary of State of the Commonwealth of Massachusetts and as thereafter amended from time to time.

“Affiliate” will mean, with respect to any specified person or entity, (a) any person or entity that directly or indirectly controls, is controlled by, or is under common control with such specified person or entity; (b) any person or entity that directly or indirectly controls ten percent (10%) 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 ten percent (10%) or more of any class of equity securities; (c) any person or entity that is an officer of, manager of, director of, partner in, or trustee of, or serves in a similar capacity with respect to, the specified person or of which the specified person or entity is an officer, director, manager, partner or trustee, or with respect to which the specified person or entity serves in a similar capacity; or (d) any person that is a member of the Immediate Family of the specified person.

“Agreement” means this Operating Agreement as it may be amended, supplemented or restated from time to time.

“Applicable Interest Rate” means the applicable federal rate (AFR), established pursuant to §§483 and 1274 of the Code, that is necessary to avoid any imputed interest.

“Available Cash” means such cash and cash equivalents as the Company may have from time to time available for distribution to Members, after such reservations for liabilities (including contingent liabilities) and working capital as the Board of Managers will deem appropriate.

“Board of Managers” or “Board” means the Board of Managers described in ARTICLE V.

“Capital Account” means the account to be maintained by the Company for each Member in accordance with the following provisions:

(i) a Member’s Capital Account will be increased by the Member’s Capital Contributions, the amount of any Company liabilities assumed by the Member (or which are secured by Company property distributed to the Member), the Member’s distributive share of Profit and any item in the nature of income or gain specially allocated to the Member pursuant to the provisions of ARTICLE IV; and

(ii) a Member’s Capital Account will be reduced by the amount of money and the fair market value of any Company property distributed to the Member, the amount of any liabilities of the Member assumed by the Company (or which are secured by property contributed by the Member to the Company), the Member’s distributive share of Loss and any item in the nature of expenses or losses specially allocated to the Member pursuant to the provisions of ARTICLE IV.

It is intended that the Capital Accounts of all Members will be maintained in compliance with the provisions of Section 704 of the Code and the Regulations thereunder, and all provisions of this Agreement relating to the maintenance of Capital Accounts will be interpreted and applied in a manner consistent with such regulations.

“Bona Fide Offer” is defined in Section 7.02(b).

“Capital Contribution” means, with respect to any Member, as of any date of determination the sum of (i) the amount of money that such Member has contributed to the Company, and (ii) the fair market value, as agreed upon by the Members, of any property or like-kind services that such Member has contributed (net of any liabilities secured by such property or that the Company assumes or takes the property subject to under § 752 of the Code, in acquiring such property from such Member).

“Capital Proceeds” means the gross receipts received by the Company from a Capital Transaction.

“Capital Transaction” means any transaction not in the ordinary course of business which results in the Company’s receipt of cash or other consideration other than Capital Contributions, including, without limitation, proceeds of sales or exchanges or other dispositions of property not in the ordinary course of business, financings, refinancings, condemnations, recoveries of damage awards, and insurance proceeds.

“Certificate” means the Certificate of Organization creating the Company, as it may, from time to time, be amended in accordance with the Act.

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

“Company Acceptance Notice” is defined in Section 7.02(c).

“Company FMV” means the net fair market value of the Company as determined by the Board in good faith and in accordance with Section 409A(b)(5)(iv) of the Code.

“Disability” means the inability of a Manager, due to illness, accident or any other physical or mental incapacity, to perform his duties and responsibilities under this Agreement (with any reasonable accommodation for such Disability as may be required by applicable law) for a period of ninety (90) consecutive days in any three hundred sixty-five (365) day period. The other Managers will determine, according to the facts then available, whether and when a Disability of a Manager has occurred. If any question arises as to whether a Manager has a Disability, the Manager will, at the request of the other Managers, submit to a medical examination by an independent physician selected by the disability insurer of the Company, or if there is no insurer or if it declines to select an independent physician, by an independent physician selected by the other Managers to determine whether such Manager is so disabled, and such determination will be conclusive and binding on the parties. If a Manager fails to submit to such medical examination, the other Managers’ determination will be binding on the Manager. Each Manager agrees to make himself available for such examination upon the request of the other Managers.

“Economic Rights” is defined in Section 1.07(a).

“Fiscal Year” means the calendar year.

“Immediate Family” (a) with respect to any individual, means his ancestors, spouse, issue, spouses of issue, any trustee or trustees, including successor and additional trustees, of a trust for the benefit of any one or more of such individuals, and any entity or entities all of the beneficial owners of which are such trusts and/or such individuals, but (b) with respect to a Legal Representative, means the Immediate Family of the individual for whom such Legal Representative was appointed and (c) with respect to a trustee, means the Immediate Family of the principal beneficiaries.

“Indemnified Party(ies)” is defined in Section 5.08(a).

“[HoldCo]” is defined in Section 5.10(a).

“Legal Representative” means, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death or incompetency of such individual.

“Major Decision” is defined in Section 5.10(c).

“Manager” means any Person named as Manager in this Agreement and any Person who becomes a Manager as permitted by this Agreement in each such Person's capacity as (during the period during which such Person serves as) a Manager. "Managers" or the "Board of Managers" will refer collectively to the Managers serving the Company from time to time.

“Member” means any Person named as Member in this Agreement and any Person who becomes a substitute or additional Member as permitted by this Agreement in such Person's capacity as a Member of the Company. "Members" will refer collectively to all such Persons in each such Person's capacity as a Member.

“Offer” is defined in Section 7.02(b).

“Offered Units” is defined in Section 7.02(b).

“Percentage Interest” means, with respect to each Member, the number of Units held by such Member divided by the total number of Units then outstanding and held by all Members, as set forth in Schedule I and as amended from time to time.

“Person” means any natural person, corporation, partnership (whether general or limited), limited liability company, trust, estate, association, or other unincorporated entity.

“Positive Capital Account” means a Capital Account with a balance greater than zero (0).

“Profit” and “Loss” means, for each taxable year of the Company (or other period for which Profit or Loss must be computed), the Company's taxable income or loss determined in accordance with Code § 703(a), with the following adjustments:

- (i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code § 703(a)(1) will be included in computing taxable income or loss; and
- (ii) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, will be included in computing taxable income or loss; and
- (iii) any expenditures of the Company described in Code § 705(a)(2)(B) (or treated as such pursuant to Treasury Regulation § 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, will be subtracted from taxable income or loss; and
- (iv) gain or loss resulting from any taxable disposition of Company property will be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes; and
- (v) in lieu of the depreciation, amortization or cost recovery deductions allowable in computing taxable income or loss, there will be taken into account the depreciation computed based upon the adjusted book value of the asset; and
- (vi) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.02 hereof will not be taken into account in computing Profit or Loss.

“Proprietary Information” means any information of a confidential or secret nature that may be disclosed to Member by the Company that relates to the business of the Company or to the business of any affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information in confidence, including data or information relating to the Company’s or such party’s business, marketing, research or development activities, including, without limitation, information relating to internal operations, financial results, budgets, forecasts and projections, vendor information, customer or client information, trade secrets, technical data, software, software documentation, patents, trademarks and copyrights.

“Purchaser” is defined in Section 7.02(b).

“Residual Units” is defined in Section 7.02(e).

“Selling Member” is defined in Section 7.02(a).

“Terminating Capital Transaction” means any sale or other disposition of all or substantially all of the assets of the Company or a related series of transactions that, taken together, result in the sale or other disposition of all or substantially all of the assets of the Company, but expressly excluding any transaction under Section 8.01.

“Transfer” and any grammatical variation thereof will refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way (whether voluntarily, involuntarily or by operation of law) as to any Units (or any rights associated therewith) held by a Member. Transfer will specifically, without limitation of the above, include assignments and distributions resulting from death, incompetency, Bankruptcy, liquidation and dissolution.

“Treasury Regulations” means the Income Tax Regulations (final, temporary and, as applicable, proposed) promulgated from time to time under the Code. References to specific sections of the Treasury Regulations will be to such sections as amended, supplemented or superseded by Treasury Regulations currently in effect.

“Units” is defined in Section 1.07(a).

“Vote of the Members” is defined in Section 5.04(c).

The definitions set forth in the Act will be applicable, to the extent not inconsistent herewith, to define terms not defined herein and to supplement definitions contained herein.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

MEMBERS:

Stephen Cefalo

By: _____
Name: Stephen Cefalo
Title: Manager

Frederick Massa

By: _____
Name: Frederick Massa
Title: Partner

[Signature Page to Operating Agreement of Winchendon Grows, LLC]

Schedule I

MEMBERS

<u>Member's Name and Address</u>	<u>Initial Capital Contribution</u>	<u>Units</u>	<u>Percentage Interest</u>
Stephen Cefalo	1.00	6000	60%
Frederick Massa	\$500.00	4,000	40%



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 0015149841. The exact name of the limited liability company is: WINCHENDON GROWS, LLC

2a. Location of its principal office:

No. and Street: 12 MOUNT VERNON ST #47City or Town: MELROSE State: MA Zip: 02176 Country: USA

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

No. and Street: 12 MOUNT VERNON ST #47City or Town: MELROSE State: MA Zip: 02176 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:

SEEKING LICENSURE FROM THE CANNABIS CONTROL COMMISSION FOR CULTIVATION, P
ROCESSING, AND MANUFACTURING

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: STEPHEN CEFALONo. and Street: 12 MOUNT VERNON STCity or Town: MELROSE State: MA Zip: 02176 Country: USA

I, STEPHEN CEFALO 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	FREDERICK MASSA	12 MOUNT VERNON ST MELROSE, MA 02176 USA
MANAGER	STEPHEN CEFALO	12 MOUNT VERNON ST #47 MELROSE, MA 02176 USA

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

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

First, Middle, Last, Suffix

Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	STEPHEN CEFALO	12 MOUNT VERNON ST #47 MELROSE, MA 02176 USA
REAL PROPERTY	FREDERICK MASSA	12 MOUNT VERNON ST #47 MELROSE, MA 02176 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 22 Day of June, 2021,
FREDERICK MASSA

(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:

June 22, 2021 10:10 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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

Signed under the pains and penalties of perjury, I, Stephen Cefalo, an

authorized representative of Winchendon Grows, LLC certify that

Winchendon Grows, 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 of Agent

Date 11 / 19 / 2021

Name: Stephen Cefalo

Title: Manager

Entity: Winchendon Grows, LLC

TITLE	The Mensing Group LLC has sent you a document to review and...
FILE NAME	DUA Attestation.pdf
DOCUMENT ID	68b640cfbf94d2768a63bbc939672d84701dc1fa
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

This document was requested on app.practicepanther.com and signed on app.practicepanther.com

Document History



SENT

11 / 19 / 2021

19:24:10 UTC

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IP: 76.24.27.117



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19:26:02 UTC

Signed by Cefalo, Steve (stevecefalo@icloud.com)
IP: 108.49.213.94



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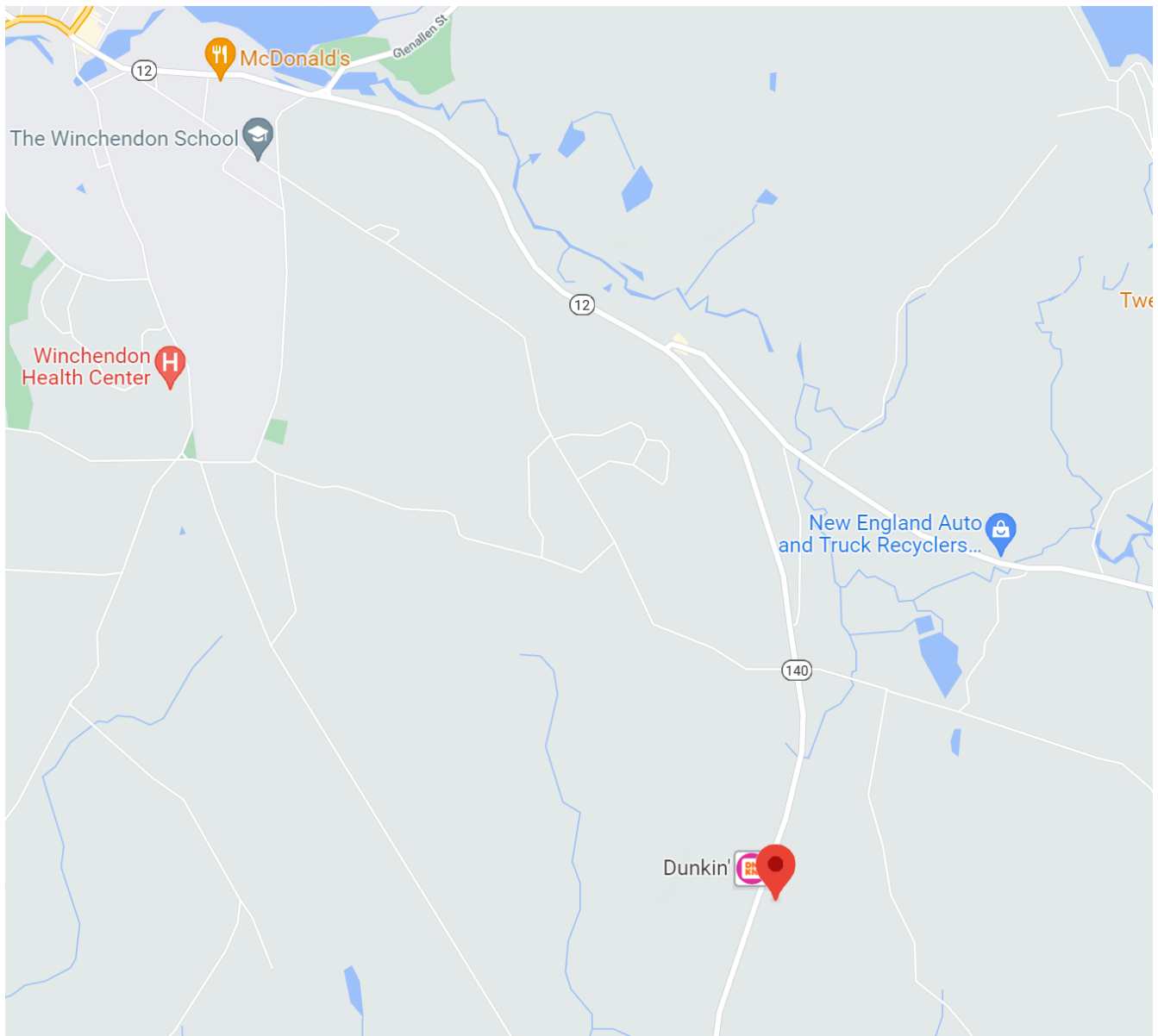
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Winchendon Grows LLC

Business Plan

Executive Summary

Winchendon Grows LLC



Mission

Winchendon takes pride in its past as it moves toward the future, keeping the best of its traditions but looking toward more sustainable solutions. Winchendon Grows LLC will usher in the next chapter for Winchendon, bringing renewed industrial growth with modern sustainability to this historic central Massachusetts community. That is the vision of founders Fred Massa and Steve Cefalo, who have worked with the Winchendon community and local government to design a facility that will be well integrated into the community, respectful of its history and beneficial to its people.

Winchendon has a population of about 10,000, according to the 2020 Census, spread out over 44 square miles on the border between New Hampshire and Massachusetts. Located 35 miles from Worcester and

60 miles from Boston, the town began as a small community of farmers who were granted a town charter by the British in 1764.

In the early 19th century, the town reinvented itself, shifting its center closer to the Millers River, which, true to its name, became a source of water power for the town. Entrepreneurs used this renewable resource to power factories that made a variety of wooden products and textiles. At its height, this industrial center of Winchendon employed over 1,000 workers, supporting over 4,000 families. As times changed, the factories moved away, and now, Winchendon is a quiet town that is ready to reinvent itself once more.

Winchendon Grows, LLC, will be a key part of that rebirth. Its mission, aligned with the potential of success for its investors, is to help Winchendon create a solid economic base by making it home to the largest, most modern, mechanized cannabis facility in Massachusetts.

Winchendon Grows will hire over 100 full time employees, and taking the best from the old traditions, it will give back to the community in many ways. Winchendon Grows will support local schools, veterans' organizations, and other community-based activities. This new enterprise will allow Winchendon to set a new course as a community with sustainable industry that provides good jobs for local people. With more jobs come new opportunities for entrepreneurs within the town, from coffee shops to small businesses, allowing Winchendon to reinvent itself for the 21st century.

This strategy will serve as a model of private-public partnership in Massachusetts, with a modern, sustainable industry that gives the town of Winchendon the economic foundation for revitalization. The town will have the opportunity to reinvent itself, as it did 200 years ago, to bring new prosperity and growth to its people and those in the surrounding communities. It is our hope that both the Town of Winchendon and Winchendon Grows will be recognized for their innovation and as an example of how an enlightened business can spark revitalization in the surrounding area.

The name Winchendon Grows was purposefully chosen to reflect the historic growth through agriculture and manufacturing that this community once had and the status it will have in the future with the success of this state-of-the-art facility and its spinoff charitable and economic stimulus benefits to its citizenry.

Become a part of Winchendon Grows LLC and the community of Winchendon and share in its wellness and all the growth that it can offer.

The Company

Winchendon Grows LLC (hereinafter, "Winchendon Grows") is a privately funded Massachusetts LLC (ID Number: 001514984) seeking to obtain adult-use cannabis manufacturing and cultivation licenses from the Cannabis Control Commission to operate on a 20-acre parcel of land located off Commercial Drive in Winchendon, MA.

Founder Fred Massa specializes in the redevelopment of previously developed properties and is an active property broker and manager. Fred is on the Board of Directors for Sabrina's Foundation, an organization with the goal of eliminating maternal death of pregnant and postpartum women due to vascular health issues.



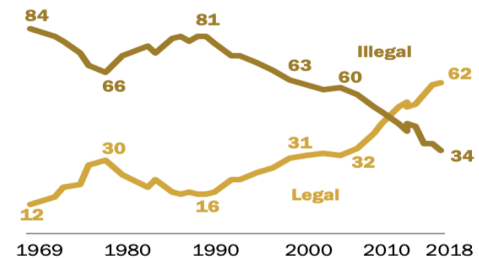
Founder Stephen Cefalo brings over 15 years of experience in real estate to the table. Stephen has extensive expertise working with brokers/owners in the sale of hotel, outdoor recreational facilities and mobile homes sites. Stephen has also worked as a landscape consultant and designer for a large residential property firm with over 40 locations in Massachusetts and New Hampshire.

Market Overview

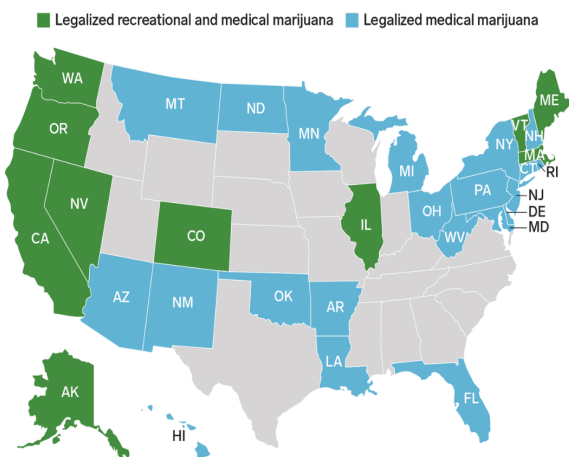
National Landscape

Public support for legalizing recreational cannabis has steadily risen from 12% in 1969 to an estimated 62% today. Those in favor understand that this industry will generate billions of dollars for the economy, create hundreds of thousands of jobs, decrease crime, free up police resources, take power and money away from drug cartels and street gangs, and put an end to an unregulated black market.

Do you think the use of marijuana should be made legal, or not? (%)



States where marijuana is legal



In 2018, twenty-one states considered legalization bills. As of today, eleven states and the District of Columbia have legalized cannabis for recreational adult-use, and thirty-three states have legalized cannabis for medicinal purposes, illustrating the increasing acceptance throughout the United States and the potential market opportunity presented by a regulated industry. In 2016, the legal cannabis industry generated \$7.2 billion in revenue and it is estimated that by 2025, the cannabis industry will exceed \$24 billion in annual economic activity.

Massachusetts Market

Massachusetts' adult-use market potential stands at \$1.8 to \$2.0 billion, based on the analysis of the Massachusetts market relative to Colorado, which is generally accepted as the most established, regulated adult-use market in the United States. Colorado sales per resident were \$269 in 2017 and grew slightly to \$272 in 2018, indicating the signs of a maturing market. Projecting that per capita number onto Massachusetts' 6.9 million population yields a \$1.875B market. Furthermore, considering Massachusetts' 8.45% higher income, the state's market potential exceeds \$2.0 billion.



Massachusetts Sales Projections

The chart above shows the progression of cannabis sales in Colorado. As you can see, Colorado reached a plateau within four years. And we anticipate Massachusetts will follow a similar trajectory. Thus, sales will likely plateau in 2023.

Competition

As of today, there are a number of licensed adult-use Cannabis Cultivation and Product Manufacturers operating in Massachusetts. We feel that our wide experience in a variety of different fields (ie. as employees, business owners, and entrepreneurs), gives us a competitive advantage for true quality within the team and products produced. We believe that diversity is the cornerstone of success and that our unique backgrounds will encourage creativity and drive innovation.

Products & Services

Product Line

Any cannabis products that are offered for distribution by Winchendon Grows will be grown and manufactured on-site. Raw material (flower) may be acquired from an established licensed cultivator and/ or local craft producers for manufacturing, but our quality standards are high by design and therefore only the top growers in the state will be worthy of our purchases of their raw materials. All products will be fully tested by licensed independent testing labs in accordance with state regulations. We intend to work with cultivators and manufacturers both within Winchendon and others as the market grows. We recognize the importance of benefiting our host community and we intend to work with local vendors to keep money in the community wherever and whenever possible. Our operation will provide the following products:

- Flower: Indica, Sativa, High CBD varieties in the form of loose flower and pre-rolls
- Vapes
- Transdermal (balms and salts)
- Sublingual (THC-A tincture, tablets, mints, or any oral application)
- Strain-Specific concentrate extraction
- Edibles

Product Quality and Testing

We will request appropriate documentation to confirm all products were properly tested as defined within 935 CMR 500.130(4). Only cannabis material that passes purity standards will be processed, pursuant to 935 CMR 500.160 Testing of Marijuana and Marijuana Products.

A portion of raw cannabis material used for processing will be cultivated on the premises. Winchendon Grows will utilize Best Management Practices, Good Agricultural Practices, Good Cultivation Practices, and Good Handling Practices to limit contamination, including but not limited to mold, fungus, bacterial diseases, rot, pests, pesticides not approved by the Department, mildew, and any other contaminant identified as posing potential harm.

All cannabis in Massachusetts is tracked in the state's seed-to-sale software system provided by METRC®. Winchendon Grows intends to use the METRC® point of sale (POS) as required by 935 CMR 500.105(8)(e). Any product not to standard will be removed from sales, put in a locked container, the supplier and the Cannabis Control Commission will be notified, and the defective product will be returned to the supplier for proper destruction as outlined in 935 CMR 500.130(5).

Required Product Labeling

All Winchendon Grows employees will be trained to understand 935 CMR 500.105: General Operational Requirements for Marijuana Establishments and will be trained to identify any products that violate these regulations. Our employees will be required to understand 935 CMR 500.105(5)(c) Labeling of Marijuana Concentrates and Extracts. Our staff will be trained to assure every container holding a cannabis product is properly labeled, contains a warning label and discloses the total THC content. Winchendon Grows believes it is our responsibility to inspect and identify all products to ensure the safety of our patrons.

Marketing Strategy

Winchendon Grows is dedicated to respecting and adhering to the rules and regulations that govern the marketing techniques of cannabis products. Our plan is to promote our product through authorized digital, media and print platforms. Winchendon Grows will NOT market, advertise or brand:

- In any manner that is deemed deceptive or misleading;
- to audiences under the age of 21 years old;
- In any way that appeals to an audience under the age of 21 years old via promotional giveaways or coupons;
- By any unsolicited means; and/ or
- By any portable means including vehicles, clothing or merchandise.

Our marketing and advertising campaign will focus on maintaining our unparalleled network and further developing close personal relationships within the cannabis community and adult-use retail locations through:

- Direct, personal communication;
- Subscription via email;
- Web presence; and
- Attending cannabis/hemp/wellness related conventions and events.

Advertising via print publications, including but not limited to:

Sensi Magazine
420 Magazine
Dope Magazine

Advertising via digital/mobile platforms, including but not limited to:

Weedmaps.com
Leafly.com
Stickyguide.com
Instagram
Facebook

Security Plan

A security system including alarms and surveillance that fully comply with the guidelines stated in 935 CMR 500.110 and all other rules and regulations governing the security measures of retail shops will be installed by a licensed and insured vendor. It is of the utmost importance to Winchendon Grows that the premises, our employees, and the general public are protected and safe while in and around our facility.

Surveillance/ Alarm shall include:

The outside perimeter shall be sufficiently lit to facilitate surveillance
Commercial grade security equipment will be installed to alarm the perimeter, including all entry and exit points and windows.
Video Cameras shall be installed in all points of entry and exit and in the parking lot
A silent duress alarm shall be installed to notify local law enforcement in an emergency
Video cameras to run for 24 hours and shall provide date and time stamps
Video camera shall be installed in all areas that may contain cannabis product

Access:

Winchendon Grows will adopt procedures to prevent loitering to ensure that no unauthorized individuals access the facility
All entrances will be secured to ensure no unauthorized personnel access the facility
Limited access areas will be designated and labeled as such
All cannabis products will be secured and locked away to prevent diversion, theft or loss
Keys and access codes will be accessible specifically to authorized personnel only
All cannabis products will be kept out of plain sight from the general public
All employees will wear visible ID badges
All guests will wear visibly Guest ID Badges

Staff:

Safety protocol and drills will be implemented and practices in the event of emergency,

diversion or theft.

Staff will undergo regular and updated training and safety awareness

STAFFING & TRAINING

We will recruit staff from the local Winchendon community where possible. Preference will be given to Veterans and individuals with knowledge and/or experience in the use of cannabis. It is of utmost importance to Winchendon Grows that we hire a staff that is diverse in age, gender, and race and represents the communities and customers whom we serve.

Staff will be trained in the following topics (including, but not limited to):

1. Marijuana Establishment Agent Training

Winchendon Grows will ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, including a Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, staff shall receive eight hours of on-going training annually.

2. Responsible Vendor Training

All current owners, managers, and employees of a Marijuana Establishment that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor.”

Once a licensee is designated a “responsible vendor,” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hire.

After the initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”

Winchendon Grows will maintain records of responsible vendor training program compliance for four years and make them available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

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; 500.105(d)(2)(d)

3. General cultivation staff (1-week training/ month "shadowing")

Training of seed to sale software

All cultivation related tasks including but not limited to:

Seed germination, sexing, cloning, transplanting, cultivar differentiation, pruning, training, watering, nutrient-mixing, ph-ing, environmental and ecosystem regulation, life-cycle determination, pest and pathogen identification, nutrient imbalance

identification, drying, proper storage, cleaning and sterilization of facility, and data-logging

On-going reviews/corrective action plans

4. Product Manufacturer (2-week training)

Extensive "shadowing"

Training of seed to sale software

All product manufacturing related tasks including but not limited to:

Concentrate extraction, dry sieving, freeze-drying, cartridge production, packaging, labeling, proper storage, sanitation, cleaning and sterilization of processing area, and data logging

5. Transportation Specialist (2-week training)

Training of seed to sale software

Creation of transportation manifest

One day learning tour of the cultivation facility

Completion of security service provider's basic practices and policies

Once operational, new specialists will be required to pair with veteran specialists for a minimum of 1 month

Manual provided on subjects including:

cash handling, safe vehicle operation, law enforcement interaction, radio, and reporting.

6. The overall company policy review will include but not be limited to the following topics:

Sexual Harassment Policy (Review upon hire and annually with all employees)

Employee-at-Will

EEO (Equal Employment Opportunity)

Other forms of harassment and filing complaints internally and externally with EEOC (Equal Employment Opportunity Commission) and MCAD (Massachusetts Commission Against Discrimination)

Worksite Safety

Rules and regulations governing the manufacturing of recreational cannabis

Anti-diversion

Facility access and security protocols

Disaster preparedness

Alcohol and drug-free work policy

Employee Performance Evaluations

Exempt vs. Non-Exempt and Overtime Classification in accordance with FLSA law (Non-Exempt employees who work in excess of 40 hours in any given 7-day week will receive 1.5 times the employee's hourly rate in accordance with federal and state law)

FMLA and MMLA (Eligibility and Rights)

Insurance benefits

Benefit Time

Workers Compensation

Unemployment Compensation



77 Central Street, Suite 2, Wellesley, MA 02482
617-500-1824 www.budrisk.com

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

RE: **WINCHENDON GROWS, LLC (Marijuana Cultivator - Tier 11 Indoor)**

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy can be no higher than \$5,000 per occurrence. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. **WINCHENDON GROWS, LLC** has purchased a bond through our brokerage with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to **WINCHENDON GROWS, LLC** as soon as a bindable proposal is available.

Quadscore Insurance Services
Cannasure Insurance Services, Inc.
Next Wave Insurance Services LLC
Canopus US Insurance Company
United Specialty Insurance Company

Best Regards,

James Boynton

James Boynton
Managing Broker
MA Insurance License #1842496
jim@budrisk.com

ENERGY COMPLIANCE PLAN

Winchendon Grows, LLC (“Winchendon Grows” or the “Company”) will work with our architect and engineer to identify as many energy saving strategies as possible. In addition, Winchendon Grows will implement, as much as is feasible, the following energy saving strategies:

- Increasing or adding insulation.
- Installing ‘smart’ thermostats to identify periods where heating/cooling loads can be reduced
- Installing LED lighting
- Ensuring that the restrooms use low flow toilets and sinks.
- Coordinating with the HVAC contractor to identify any energy saving opportunities.
- Evaluating the efficacy of switching the kitchen(s) in the space to on-demand hot water heaters.
- Installing Photovoltaic panels
- Increase daylight into work areas
- Minimize night work
- Source raw materials only from suppliers that also implement energy saving measures
- Install bike racks to encourage bike use by employees
- Sustainable packaging of products
- Recycling

In the future, any replacements or upgrades of heating/cooling, lighting, and plumbing will include energy efficiency as part of its criteria for evaluation.

Winchendon Grows will investigate rooftop solar arrays to generate electricity, and rooftop solar hot water to provide both hot water and heat for the space.

Winchendon Grows acknowledges that if a Provisional License is issued, Winchendon Grows, at the Architectural Review stage, will submit further information to demonstrate actual consideration of energy reduction opportunities, use of renewable energy and renewable energy generation, including a list of opportunities that were considered and information that demonstrates actual engagement with energy efficiency programs and any financial incentives received. This information will include whether opportunities are being implemented, will be implemented at a later date, or are not planned to be implemented.

Winchendon Grows will also include a summary of information that was considered to make the decision (i.e. costs, available incentives, and bill savings). Winchendon Grows will engage in

Winchendon Grows LLC - Cultivation

either a Mass Save audit or coordinate with our local municipal electric company to conduct an audit, which will be included in the summary.

As part of our written operating procedures we will conduct an annual energy audit and request regular meetings with our municipal utilities to identify energy efficiency programs, incentives, opportunities, and areas for Winchendon Grows to optimize its energy usage.

Winchendon Grows is committed to considering how to optimally use energy early in the facility design process and continually assess new opportunities for reduced energy usage and costs.

Winchendon Grows will use best management practices to reduce energy and water usage, engage in energy consideration, and mitigate other environmental impacts.

Winchendon Grows will meet all applicable environmental laws and regulations; receive permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, as a requirement of obtaining a final license.

MAINTAINING OF FINANCIAL RECORDS

Winchendon Grows, LLC (“Winchendon Grows” or the “Company”) policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, or stipends paid to each board member, executive compensation, bonus, benefit, or item of value paid to any any persons having direct or indirect control over the marijuana establishment.

Furthermore, Winchendon Grows will implement the following policies for Recording Sales:

- (a) Winchendon Grows will utilize a point-of-sale system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
- (b) Winchendon Grows may also utilize a sales recording module approved by the DOR.
- (c) Winchendon Grows will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) Winchendon Grows will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Winchendon Grows will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Winchendon Grows determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. it will immediately disclose the information to the Commission;
 - ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) Winchendon Grows will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) Winchendon Grows will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
- (g) Winchendon Grows will allow the Commission and the DOR to audit and examine the point-of-sale system used by a cultivator in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.120.

Following the closure of Winchendon Grows, all records will be kept for at least two years, at Winchendon Grows’s sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Winchendon Grows shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.120(12).

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Winchendon Grows, LLC (“Winchendon Grows” or the “Company”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. Winchendon Grows shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(3)(a), Winchendon Grows is providing these personnel policies, including background check policies, for its Marijuana Establishment.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that Winchendon Grows determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. Winchendon Grows strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105(1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, Winchendon Grows has and follows a set of detailed written operating procedures for each location. Winchendon Grows has developed and will follow a set of such operating procedures for each facility. Winchendon Grows’s operating procedures shall include, but are not necessarily limited to the following:

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- (d) Storage and waste disposal of marijuana in compliance with 935 CMR 500.105(11);
- (e) Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- (f) Procedures to ensure accurate recordkeeping, including inventory protocols for transfer and inventory in compliance with 935 CMR 500.105(8) and (9);
- (g) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- (h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (i) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (j) Alcohol, smoke, and drug-free workplace policies;

Winchendon Grows LLC - Cultivation

- (k) A plan describing how confidential information will be maintained;
- (l) A policy for the immediate dismissal of any marijuana establishment agent who has:
 - 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - 2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - 3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of any other jurisdiction.
- (m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee shall be made available upon request by any individual. 935 CMR 500.105(1) (n) Requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- (o) Policies and procedures for the handling of cash on Marijuana Establishment premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available upon inspection.
- (p) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- (q) Policies and procedures for energy efficiency and conservation that shall include:
 - 1. 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;
 - 2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - 3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - 4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

In accordance with 935 CMR 500.105(2)(b), all of Winchendon Grows's current agents, managers and employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program, and once designated a "Responsible Vendor." Once a marijuana establishment is designated a Responsible Vendor, all of Winchendon Grows's Agents that are involved in the handling and sale of marijuana for adult use will successfully complete the Basic Core Curriculum within 90 days of hire. This program shall then be completed at a minimum of eight hours by Winchendon Grows's agents annually, with the exception for agents classified as Administrative Employees may participate in the Responsible Vendor Training Program on a voluntary basis. Winchendon Grows shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b)(4)(g). Responsible vendor training shall include: marijuana's effect on the human body; diversion prevention; compliance with all tracking requirements; identifying acceptable forms of ID, including spotting and confiscating fraudulent ID; and key state and local laws affecting marijuana establishment agents..

Winchendon Grows LLC - Cultivation

All employees of Winchendon Grows will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by Winchendon Grows and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

In accordance with 935 CMR 500.105(9), General Operational Requirements for Marijuana Establishments, Recordkeeping, Winchendon Grows's personnel records will be available for inspection by the Commission, upon request. Winchendon Grows's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following Winchendon Grows personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each of Winchendon Grows's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Winchendon Grows and shall include, at a minimum, the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references;
 - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed Responsible Vendor Training Program and in-house training for Winchendon Grows agents required under 935 CMR 500.105(2).
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures, including at a minimum, the following:
 - a. Code of Ethics;
 - b. Whistle-blower policy and
5. All background check reports obtained in accordance with M.G.L. c. 6 §172, 935 CMR 500.030.

Following closure of a Marijuana Establishment, all records will be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. Winchendon Grows understands that in the event that Winchendon Grows were to close, all records will be kept for at least two years at the expense of Winchendon Grows and in a form and location acceptable to the Commission.

QUALIFICATIONS AND TRAINING

Winchendon Grows, LLC (“Winchendon Grows” or “the Company”) shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete the minimum training requirements prior to performing job functions. Marijuana establishment agents will receive a total of eight hours of training that will be tailored to the role and responsibilities of the designated job function at Winchendon Grows. Marijuana establishment agents will be trained for one week before acting as an agent. At a minimum, marijuana establishment agents shall receive a total of eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with Winchendon Grows. Each department manager will provide orientation for agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2)(b)(1), all current marijuana establishment agents of Winchendon Grows involved in the handling and sale of marijuana at the time of licensure or licensure renewal, will have successfully completed a Responsible Vendor Training (“RVT”) Program, and be designated a “responsible vendor.” In accordance with 935 CMR 500.105(2)(b)(1)(a)-(c), a marijuana establishment agent at Winchendon Grows will be enrolled in the Basic Core Curriculum of the RVT program, and successfully complete the course within 90 days of hire. Upon the completion of the Basic Core Curriculum, the marijuana establishment agent will be eligible to enroll in the Advanced Core Curriculum if Winchendon Grows deems it appropriate. Administrative employees at Winchendon Grows that do not handle or sell marijuana, may voluntarily participate in the four-hour RVT requirement, but may take a Responsible Vendor Training Program.

Winchendon Grows will comply with 935 CMR 500.105(2)(b)(3) by requiring all marijuana establishment agents who have completed the Basic Core Curriculum, and are involved in the handling and sale of marijuana enroll in and complete the four-hour RVT requirement annually. This will ensure that Winchendon Grows maintains its designation as a Responsible Vendor.

Winchendon Grows shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(a)(5). Responsible vendor training shall include: marijuana’s effects on the human body; diversion prevention and prevention of sales to minors; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID along with spotting and confiscating fraudulent ID; and key state and local laws.

All of Winchendon Grows’s employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All Winchendon Grows employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(2). All registered agents of Winchendon Grows shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in the marijuana establishment agents’ files. Winchendon Grows shall retain all training records for four (4) years as required by 935 CMR 500.105(2)(a)(5). All marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.

QUALITY CONTROL AND TESTING

Pursuant to 935 CMR 500.160, Winchendon Grows, LLC (“Winchendon Grows” or “the Company”) will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products, as amended in November 2016 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides. Winchendon Grows shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by Winchendon Grows for at least one year in accordance with 935 CMR 500.160 (5). All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to Winchendon Grows by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Winchendon Grows shall never sell or market adult-use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Winchendon Grows’s policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All Winchendon Grows staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. Winchendon Grows will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

Winchendon Grows’s Director of Compliance will provide quality control oversight over all marijuana products purchased from wholesale suppliers and sold to licensed adult-use cannabis retail establishments within the Commonwealth of Massachusetts. All Winchendon Grows staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including marijuana product quality, facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the Director of Compliance, including measures taken, if necessary, to contain and dispose of unsafe products. The Director of Compliance will closely monitor product quality and consistency, and ensure expired products are removed and disposed.

Pursuant to 935 CMR 500.120(14), Winchendon Grows will provide a quality control sample of marijuana flower to its employees for the purpose of ensuring product quality and determining whether to make the product available to consumers. Such quality control samples will not be consumed by Winchendon Grows staff on the premises, be sold to another licensee or consumer, and will be tested in accordance with 935 CMR 500.160. All quality control samples provided to Winchendon Grows staff will be assigned a sequential alphanumeric identifier and entered into

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the Seed-to-Sale SOR in a manner determined by the Commission, and will be designated as a "Quality Control Sample." All quality control samples will have a label affixed to them in accordance with 935 CMR 500.120(14)(e). Upon providing a quality control sample to Winchendon Grows staff, Winchendon Grows will record the reduction in quantity of the total weight or item under the alphanumeric sequence associated with the quality control sample, the date and time the sample was given to the employee, the agent registration number of the employee receiving the sample, and the name of the employee.

All Winchendon Grows staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(3)(b)(2). All phases of cultivation, processing, and packaging of marijuana will take place in a limited access area of Winchendon Grows.

Pursuant to 935 CMR 500.105(3) Winchendon Grows will handle and process in a safe and sanitary manner. Winchendon Grows will process the leaves and flowers of the female marijuana plant only, which will be:

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

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;

All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products, as established in 935 CMR 500.105(3).

As established in 935 CMR 500.105(3), Winchendon Grows will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.

Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.

Winchendon Grows management and inventory staff will continuously monitor quality assurance of marijuana products and processes, and prevent and/or mitigate any deficiencies, contamination, or other issues which could harm product safety.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered

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marijuana waste and will follow Winchendon Grows procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

Litter and waste will be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);

Pursuant to 935 CMR 500.105(11)(a)-(e), Winchendon Grows shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. Winchendon Grows will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. Winchendon Grows storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The Winchendon Grows storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

All testing results will be maintained by Winchendon Grows for no less than one year in accordance with 935 CMR 500.160(3).

Pursuant to 935 CMR 500.160(11), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

Winchendon Grows will notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary, in accordance with 935 CMR 500.160(2).

RECORDKEEPING PROCEDURES

Winchendon Grows, LLC (“Winchendon Grows” or the “Company”) records shall be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). Winchendon Grows shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory and transfer records as required by 935 CMR 500.105(8) and seed-to-sale SOR Electronic tracking system records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, including at a minimum the following: code of ethics; and whistle-blower policy, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with Winchendon Grows, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.105(9)(e) as well as waste disposal records pursuant to 935 CMR 500.105(9)(f), as required under 935 CMR 500.105(12). Furthermore, Winchendon Grows shall keep these waste records for at least three years, in accordance with 935 CMR 500.105(12).

VISITOR LOG

Winchendon Grows will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper identification and be logged in and out; that log shall be available for inspection by the Commission at all times.

REAL-TIME INVENTORY RECORDS

Winchendon Grows will maintain real-time inventory records, including at minimum, an inventory of all marijuana plants, marijuana seeds, and clones in any phase of development, marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8)(c) and (d). Real-time inventory records may be accessed via METRC, the Commonwealth’s seed-to-sale tracking software of record. Winchendon Grows will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

MANIFESTS

Winchendon Grows will maintain records of all manifests for no less than one year and make

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them available to the Commission upon request, in accordance with 935 CMR 500.105(13)(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent's ("LME") name, address, and registration number; the names and registration number of the marijuana establishment agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination LME name, address, and registration number; a description of marijuana products being transported, including the weight and form or type of product; the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; the name of the LME agent at the destination LME who re-weighted and re-inventoried products, and the vehicle make, model, and license plate number. Winchendon Grows will maintain records of all manifests.

INCIDENT REPORTS

Winchendon Grows will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(9). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

Winchendon Grows shall, within ten calendar days, 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. Winchendon Grows shall maintain all documentation relating to an incident for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

TRANSPORTATION LOGS

In the event that Winchendon Grows operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.105(13). Winchendon Grows shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

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SECURITY AUDITS

Winchendon Grows will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(10). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to Winchendon Grows's security system, Winchendon Grows will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

CONFIDENTIAL RECORDS

Winchendon Grows will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(l). All confidential hard copy records will be stored in lockable filing cabinets within the Director of Compliance's Office. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at Winchendon Grows's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

Pursuant to 935 CMR 500.105(9)(d), the following personnel records shall be maintained:

1. Job description for each agent;
2. A personnel record for each agent;
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

In accordance with 935 CMR 500.105(9)(e), the following business records shall be maintained:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts;
4. Sales records; and
5. Salary and wages paid to each employee.

RESTRICTING ACCESS TO AGE 21 OR OLDER

Winchendon Grows, LLC (“Winchendon Grows” or “the Company”) is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission’s (the “Commission”) regulations at 935 CMR 500.105(1)(p). This regulation states that written operating procedures for the Company shall include “[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.”

A. COMPLIANCE WITH 935 CMR 500.105(1)(p)

The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company’s Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

B. SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:

1. The Company will only employ marijuana establishment agents, as defined by the Commission’s definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.
2. The Company will only allow visitors, age twenty-one (21) or older, at the Company’s facilities. The Company defines visitors in accordance with the Commission’s definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company’s facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:
 - a. A motor vehicle license;
 - c. A government-issued identification card;
 - d. A government-issued passport; and
 - e. A United States-issued military identification card.

DIVERSITY PLAN

Winchendon Grows, LLC (“Winchendon Grows” or “the Company”) is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make Winchendon Grows a leader and champion of diversity, both locally and throughout the broader Massachusetts cannabis industry.

Town Specific Data - Winchendon is a town in Worcester county, Massachusetts. According to U.S. Census Data, Winchendon had a 2020 population of 10,364. According to the U.S. Census Bureau population estimates program, Winchendon is 93% White, 1.2% Black or African American, and 3.2% Hispanic or Latino. Winchendon is 48.1% female. Approximately 847 veterans live in Winchendon.

Winchendon Grows’ commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/Metrics as stated below, and adjusted as needed if necessary:

Goal One: Achieve at least the following goals for our staffing needs from individuals from the following groups:

- Veterans - 10%
- People with Disabilities - 10%
- LGBTQ+ - 10%
- Women - 50%
- Minorities - 15%

Programs to Achieve Diversity Goal One:

- Increase diversity of the make-up of our staff by actively seeking out people who are members of the groups listed in Goal One, through both in-house hiring initiatives and annual advertisements in *The Gardner News* at least once a year and as frequently as needed as staffing needs dictate.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

Metrics and Measurements for Diversity Goal One:

- Winchendon Grows shall evaluate its personnel files on a semi-annual basis to determine how many employees are members of the groups listed in Goal One occupy positions within the company and that number shall be divided by Winchendon Grows’ total staffing at its facility to determine the percentage achieved.

Goal Two: Provide education to 100% of employees on issues including the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.

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Programs to Achieve Diversity Goal Two:

- Provide an on-site interactive workshop, once a year at Winchendon Grows' Establishment at a date and time determined by Winchendon Grows management. These workshops would cover such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

Measurements and Metrics for Diversity Goal Two:

- Winchendon Grows will track the number of employees who attend the annual workshop in order to determine their progress towards Diversity Goal Two.
- *Qualitative Metrics:* Winchendon Grows will perform an annual evaluation of inclusion and diversity initiatives to ensure that diversity is one of Winchendon Grows' strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years' results to allow Winchendon Grows to adjust our programs in the event that our goals are not being achieved.

Our goals are objectively reasonable.

Winchendon Grows' staffing goals at our Establishment are objectively reasonable because of the facts (the demographics listed in the paragraph above) and our ability to advertise job positions in *The Gardner News*.

Winchendon Grows acknowledges that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

Winchendon Grows 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 Marijuana Establishments.

Winchendon Grows acknowledges that any actions taken, or programs instituted will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.