



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281338
Original Issued Date: 03/12/2020
Issued Date: 02/11/2021
Expiration Date: 03/12/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: EOS-Bittersweet LLC

Phone Number: 914-960-0469
Email Address: suehiko@gmail.com

Business Address 1: 1107 Barker Road
Business City: Pittsfield
Business State: MA
Business Zip Code: 01201
Business Address 2:
Mailing Address 1: 15 Charisma Drive
Mailing City: Pittsfield
Mailing State: MA
Mailing Zip Code: 01201

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 19.13
Percentage Of Control: 19.13
Role: Manager
Other Role: Chief Executive Officer

First Name: Suehiko Last Name: Ono Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese), White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 17.66 Percentage Of Control: 17.66

Role: Executive / Officer Other Role: Chief Financial Officer

First Name: Koe Ju Last Name: Song Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 32.84 Percentage Of Control: 32.84

Role: Owner / Partner Other Role:

First Name: Sharon Last Name: Herzing Suffix:

Gender: Female User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 97.58 Percentage of Ownership: 97.58

Entity Legal Name: EOS Farm LLC Entity DBA: DBA

City:

Entity Description: Parent Company

Foreign Subsidiary Narrative:

Entity Phone: Entity Email: Entity Website: www.eosfarm.biz

Entity Address 1: Entity Address 2:

Entity City: Entity State: Entity Zip Code:

Entity Mailing Address 1: Entity Mailing Address 2:

Entity Mailing City: Entity Mailing State: Entity Mailing Zip Code:

Relationship Description: EOS Farm LLC holds controlling majority (greater than 97%) interest in EOS-Bittersweet LLC.

EOS-Bittersweet LLC is a Massachusetts limited liability company consisting of EOS Farm LLC and Berkshire Bittersweet LLC. The managers of EOS Farm LLC, K. John Song and Suehiko Ono, are also the managers of EOS-Bittersweet LLC.

Berkshire Bittersweet LLC is an equal partnership consisting of David Halley and Ann Archey organized as a Massachusetts LLC. Berkshire Bittersweet LLC holds a financial interest in EOS-Bittersweet LLC, but it does not hold 10% or more financial interest or exercise 10% or greater control over EOS-Bittersweet LLC.

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: TRAVIS Last Name: FACENDA Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: CHIEF SECURITY OFFICER - HISPANIC,

DISABLED VETERAN, HIGHLY DECORATED

Close Associates or Member 2

First Name: MATTHEW

Last Name: VIVRETT

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: CHIEF CULTIVATION OFFICER - 30+ YEARS OF ORGANIC CULTIVATION EXPERTISE

Close Associates or Member 3

First Name: ANN

Last Name: ARCHEY

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: SMALL FARMER LANDLORD / RESIDENT OF AREA OF DISPROPORTIONATE IMPACT, WOMAN - CONTRIBUTING PORTION OF FARM LAND IN A LEASE WITH LESS THAN 2% FINANCIAL AND/OR VOTING INTEREST

Close Associates or Member 4

First Name: DAVID

Last Name: HALLEY

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: SMALL FARMER LANDLORD / RESIDENT OF AREA OF DISPROPORTIONATE IMPACT - CONTRIBUTING PORTION OF FARM LAND IN A LEASE WITH LESS THAN 2% FINANCIAL AND/OR VOTING INTEREST

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: KOE JU

Last Name: SONG

Suffix:

Types of Capital: Monetary/Equity,
Other (Specify)

Other Type of Capital: IN-KIND
MANAGEMENT

Total Value of the Capital
Provided: \$200000

Percentage of Initial
Capital: 17.8

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: SUEHIKO

Last Name: ONO

Suffix:

Types of Capital: Monetary/Equity,
Other (Specify)

Other Type of Capital: IN-KIND
MANAGEMENT

Total Value of the Capital
Provided: \$150000

Percentage of Initial
Capital: 13.4

Capital Attestation: Yes

Individual Contributing Capital 3

First Name: SHARON

Last Name: HERZING

Suffix:

Types of Capital: Monetary/
Equity

Other Type of
Capital:

Total Value of the Capital Provided:
\$150000

Percentage of Initial Capital:
13.4

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: 4D NXT CAPITAL LLC

Entity DBA:

Email:

RAYMOND.N.CHANG@GMAIL.COM

Phone:

781-808-7371

Address 1: 9 KEELER FARM WAY

Address 2:

City: LEXINGTON

State: MA

Zip Code: 02420

Types of Capital: Monetary/Equity

Other Type of
Capital:

Total Value of Capital Provided:
\$500000

Percentage of Initial Capital:
37.2

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Suehiko	Last Name: Ono	Suffix:
Marijuana Establishment Name: EOS-Bittersweet LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Pittsfield	Marijuana Establishment State: MA	

Individual 2

First Name: Suehiko	Last Name: Ono	Suffix:
Marijuana Establishment Name: Organic Chemistry LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Pittsfield	Marijuana Establishment State: MA	

Individual 3

First Name: Suehiko	Last Name: Ono	Suffix:
Marijuana Establishment Name: Organic Chemistry LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Pittsfield	Marijuana Establishment State: MA	

Individual 4

First Name: Koe Ju	Last Name: Song	Suffix:
Marijuana Establishment Name: EOS-Bittersweet LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Pittsfield	Marijuana Establishment State: MA	

Individual 5

First Name: Koe Ju	Last Name: Song	Suffix:
Marijuana Establishment Name: Organic Chemistry LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Pittsfield	Marijuana Establishment State: MA	

Individual 6

First Name: Koe Ju	Last Name: Song	Suffix:
Marijuana Establishment Name: Organic Chemistry LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Pittsfield	Marijuana Establishment State: MA	

Individual 7

First Name: Sharon	Last Name: Herzing	Suffix:
Marijuana Establishment Name: EOS-Bittersweet LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Pittsfield	Marijuana Establishment State: MA	

Individual 8

First Name: Sharon	Last Name: Herzing	Suffix:
Marijuana Establishment Name: Organic Chemistry LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Pittsfield	Marijuana Establishment State: MA	

Individual 9

First Name: Sharon	Last Name: Herzing	Suffix:
Marijuana Establishment Name: Organic Chemistry LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Pittsfield	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1107 Barker Road

Date generated: 03/25/2021

Establishment Address 2:

Establishment City: Pittsfield

Establishment Zip Code: 01201

Approximate square footage of the Establishment: 430000

How many abutters does this property have?: 11

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

Cultivation Tier: Tier 10: 80,001 to 90,000 sq. ft

Cultivation Environment:

Outdoor

FEE QUESTIONS

Cultivation Tier: Tier 10: 80,001 to 90,000 sq. ft Cultivation Environment: Outdoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Certification of HCA.EOS-Bittersweet.Pittsfield.pdf	pdf	5d408cca6614633871923f9f	07/30/2019
Community Outreach Meeting Documentation	973 BARKER COMM OUTREACH FINAL DOCS.pdf	pdf	5d40a5f0b0555e33d0bce0c1	07/30/2019
Plan to Remain Compliant with Local Zoning	Amended.Plan to remain complaint with Local Zoning.pdf	pdf	5dae15f1e3decf2b0b0d36a9	10/21/2019
Plan to Remain Compliant with Local Zoning	Ex.973 Barker Special Permit.pdf	pdf	5dae15fcb207f82b12a937e2	10/21/2019

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.: \$1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Amended.EOS Positive Impact Plan v.5 20191214 copy.pdf	pdf	5df52378f76dd253236e0998	12/14/2019
Plan for Positive Impact	Soldier On_Cannabis Control Commission (1).pdf	pdf	5df7d42bbb37d053183dd5a5	12/16/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:

Other Role:

First Name: KOE JU

Last Name: SONG Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: **Other Role:**
First Name: SHARON **Last Name:** HERZING **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: **Other Role:**
First Name: ANN **Last Name:** ARCHEY **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 4

Role: **Other Role:**
First Name: DAVID **Last Name:** HALLEY **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 5

Role: **Other Role:**
First Name: TRAVIS **Last Name:** FACENDA **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 6

Role: **Other Role:**
First Name: MATTHEW **Last Name:** VIVRETT **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 7

Role: **Other Role:**
First Name: Suehiko **Last Name:** Ono **Suffix:**
RMD Association: Not associated with an RMD
Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company **Other Role:**
Entity Legal Name: EOS Farm LLC **Entity DBA:**
Entity Description: Investor in EOS-Bittersweet LLC
Phone: 914-960-0469 **Email:** suehiko@gmail.com
Primary Business Address 1: 68 Dalton Avenue **Primary Business Address 2:**
Primary Business City: Pittsfield **Primary Business State:** MA **Principal Business Zip Code:** 01201
Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	EOS Bittersweet Amended Operating Agreement Executed 6.28.19.pdf	pdf	5d35c073ad2c7633c91971d7	07/22/2019
Bylaws	EOS Bittersweet Operating Agreement Executed 6.11.19.pdf	pdf	5d35c078e230513892f80e6f	07/22/2019
Articles of Organization	EOS Bittersweet Cert of Org.pdf	pdf	5d35c8be17ec6d33f1151433	07/22/2019
Secretary of Commonwealth - Certificate of Good Standing	EOS Bittersweet MA Cert GS.pdf	pdf	5d35c8ed6e3bd533dbcfc315	07/22/2019
Department of Revenue - Certificate of Good standing	EOS Bittersweet DOR cert of GS.pdf	pdf	5d35c9016614633871922dd2	07/22/2019
Bylaws	M&O. Question 1.pdf	pdf	5daf72afe3decf2b0b0d3a8d	10/22/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	EOS-B MA DOR Certificate of Good Standing 2020-12-23.pdf	pdf	5ffc8258d18fa907c7d93905	01/11/2021
Department of Unemployment Assistance - Certificate of Good standing	EOS-Bittersweet DUA Certificate of Good Standing 2020-12-23.pdf	pdf	5ffc8263e826e207c07dc93e	01/11/2021
Secretary of Commonwealth - Certificate of Good Standing	MA Corp Cert of Good Standing EOS Bittersweet 2021.pdf	pdf	5ffc8270841ecf07f32abf6f	01/11/2021

Massachusetts Business Identification Number: 001383873

Doing-Business-As Name: EOS FARM

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Insurance Coverage Letter.pdf	pdf	5d35d0878595fb38875db824	07/22/2019
Business Plan	EOS Bittersweet Biz Plan.pdf	pdf	5db74b30b207f82b12a94ce4	10/28/2019
Proposed Timeline	EOS-B Proposed Timeline.pdf	pdf	5db74b426b4e192b1d2730f7	10/28/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Cultivation SOPs - prevention of diversion vF.pdf	pdf	5d375909385de033fc95c7a1	07/23/2019
Restricting Access to age 21 and older	Cultivation SOPs - Restriction access to age 21 and older vF.pdf	pdf	5d37590bf0e76e38a87cd7df	07/23/2019
Qualifications and training	Employee Qualifications and Training vF.pdf	pdf	5d375953bc4ba7387cf4df5a	07/23/2019
Inventory procedures	inventory procedures vF.pdf	pdf	5d375956a442c833e6068da6	07/23/2019

Maintaining of financial records	Maintenance of Financial Records vF.pdf	pdf	5d3759588595fb38875dbbba	07/23/2019
Quality control and testing	Quality Control vF.pdf	pdf	5d3759796e3bd533dbcf6cc	07/23/2019
Record Keeping procedures	record-keeping procedures vF.pdf	pdf	5d375eb66614633871923191	07/23/2019
Storage of marijuana	storage of marijuana vF.pdf	pdf	5d375eb8e230513892f81243	07/23/2019
Transportation of marijuana	transportation of marijuana vF.pdf	pdf	5d375eb917ec6d33f1151846	07/23/2019
Policies and Procedures for cultivating.	Amended.Cultivation (outdoor) SOPs vF.pdf	pdf	5da9c777e3decf2b0b0d2f20	10/18/2019
Personnel policies including background checks	Amended.Personnel Policies vF.pdf	pdf	5da9c78e63788d2fee314fdf	10/18/2019
Quality control and testing	Amended.Quality Control vF.pdf	pdf	5da9c7994b00122fe399de5b	10/18/2019
Security plan	Amended.Security vF.pdf	pdf	5da9c7a90724b82ff99cd515	10/18/2019

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 Understand

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 Agree

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 Agree

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: EOS has substantially surpassed all measurements.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: EOS has substantially surpassed all measurements.

HOURS OF OPERATION

Monday From: 8:00 AM Monday To: 6:00 PM

Tuesday From: 8:00 AM Tuesday To: 6:00 PM

Wednesday From: 8:00 AM Wednesday To: 6:00 PM

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

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).

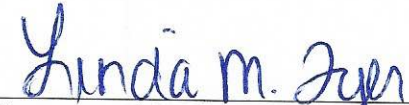
Applicant

I, Sueniko Ono, (insert name) certify as an authorized representative of EOS-Bittersweet LLC (insert name of applicant) that the applicant has executed a host community agreement with City of Pittsfield (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 7/30/2019 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, Linda M. Tyer, Mayor, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Pittsfield (insert name of host community) to certify that the applicant and City of Pittsfield (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 7/30/2019 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, Suehiko Ono, attest as an authorized representative of EOS Farm LLC that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 23, 2019.
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on May 14, 2019, which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on May 10, 2019 with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on May 9, 2019, which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

Classifieds

Public Notices

ADVERTISEMENT FOR BIDS

Town of Bennington, Vermont
(OWNER)

**205 South Street
Bennington, VT 05201**
(Address)

Separate sealed BIDS for the construction of

Town of Bennington Water System Remedial Expansion, Contract #5:
This project consists of the extension of water main line along Harwood Hill Road (VT Route 7A), Settlers Lane, Beaudoin Lane, Houghton Lane, and Becks Drive in the Town of Bennington, Vermont. Specifically, the work will include trenching, removal of the existing asphalt and subbase, installation of water main, thrust blocks, hydrants, curb stops, service lines, sitework for placement and connection to a pre-fabricated pressure reducing valve vault (PRV), base material, trenchless installation of water main and sleeving under Harwood Hill Road (VT Route 7A), and associated site work in accordance with the contract plans and specifications.

Town of Bennington Water System Remedial Expansion, Contract #6:
This project consists of the extension of water main line along Houghton Lane, Michaels Drive, Squaw Hill, Apple Hill Road, Russet Drive and McIntosh Lane in the Town of Bennington, Vermont. Specifically, the work will include trenching, removal of the existing asphalt and subbase, installation of water main, thrust blocks, hydrants, curb stops, service lines, trenchless installation of water main and sleeving under Vermont Route 7 (VT Route 7), and associated site work in accordance with the contract plans and specifications.

Town of Bennington Water System Remedial Expansion, Contract #7:
This project consists of the extension of water main line along Willow Road, Marion Lane, Autumn Acres Road, and Carpenter Lane in the Town of Bennington, Vermont. Specifically, the work will include trenching, removal of the existing asphalt and subbase, installation of water main, thrust blocks, hydrants, curb stops, service lines, and associated site work in accordance with the contract plans and specifications.

will be received by **Town of Bennington, Vermont** at the office of **Town of Bennington, 205 South Street, Bennington, VT 05201**

until **June 6, 2019**, and then at said office publicly opened and read aloud at the following times:

2:00 pm
(Contract #5, Prevailing Local Time)
3:00 pm
(Contract #6, Prevailing Local Time)
4:00 pm
(Contract #7, Prevailing Local Time)

Each BID must be accompanied by a certified check payable to the OWNER for five percent (5%) of the total amount of the BID. A BID bond may be used in lieu of a certified check.

The CONTRACT DOCUMENTS may be examined at the following locations:

**Town of Bennington
205 South Street,
Bennington, VT 05201**

**MSK Engineering & Design,
150 Depot Street
Bennington, VT 05201**

Copies of the CONTRACT DOCUMENTS may be obtained by contacting Abby Chaloux at MSK Engineering & Design at (802) 447-1402, ext. 3 or achaloux@mskeng.com
Copies may also be obtained by contacting Nicholas Ratzer nratzer@mskeng.com

CONTRACT DOCUMENTS will be sent electronically unless otherwise requested by the prospective bidder.

A Performance BOND and a Payment BOND each in an amount equal to one hundred percent (100%) of the contract price will be required.

A pre-bid conference for prospective bidders will be held at the **MSK Engineering and Design, Inc., 150 Depot Street, Bennington, VT 05201** on **May 28, 2019** at the following times:

10:00 am,
(Contract #5, Prevailing Local Time)
11:00 am,
(Contract #6, Prevailing Local Time)
1:00 pm,
(Contract #7, Prevailing Local Time)

Representatives of the **Town of Bennington** will be present to answer questions from bidders.

Date: 05/10/2019
Jason M. Dolmetsch, PE,
Authorized Representative
05/14/19, 05/21/19, 05/28/19

**Commonwealth of Massachusetts
The Trial Court
Probate and Family Court**

**INFORMAL PROBATE
PUBLICATION NOTICE
Docket No. BE19P0333EA**

**Estate of: Claire Louise Adams
Also Known As: Claire L. Adams
Date of Death: 02/12/2019**

Berkshire Division
44 Bank Row
Pittsfield, MA 01201
(413) 442-6941

To all persons interested in the above captioned estate, by Petition of Petitioner

Public Notices

**Tiersa Bazo of Madbury NH
Tammy Chaperon of Pittsfield MA**
A Will has been admitted to informal probate.
**Tiersa Bazo of Madbury NH
Tammy Chaperon of Pittsfield MA**
has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

John B. DeRosa, Esq.
Donovan O'Connor & Dodig, LLP
1330 Mass MoCA Way
North Adams, MA 01247
413-663-3200
05/14/19

**Commonwealth of Massachusetts
The Trial Court
Probate and Family Court**

CITATION ON PETITION FOR FORMAL ADJUDICATION

Docket No. BE19P00360EA

**Estate of: Carlton W Moore
Also known as:
Carlton William Moore, Jr.
Date of Death: 04/24/2019**

Berkshire Probate and Family Court
44 Bank Row
Pittsfield, MA 01201
(413) 442-6941

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

The Petitioner requests that:
Albert J. Cimini of Pittsfield, MA be appointed as Personal Representative(s) of said estate to serve **Without Surety** on the bond in **an unsupervised** administration.

IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 06/03/2019. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of Objections within thirty (30) days of the return day, action may be taken without further notice to you.

**UNSUPERVISED
ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)**

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

**WITNESS,
Hon. Richard A Simons,
First Justice of this Court.**
Date: 05/07/19

Francis B. Marinaro
Register of Probate

Albert J. Cimini, Esq.
2 South St, Ste 340
Pittsfield, MA 01201
05/14/19

**MORTGAGEE'S SALE
OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by CYNTHIA H. MICHALSKI to SOUTH ADAMS SAVINGS BANK, dated April 2, 2009, and recorded on April 7, 2009, with the Berkshire Northern District Registry of Deeds in Book 1364, Page 469, of which mortgage the undersigned is the present holder as successor by merger between Adams Co-operative Bank and South Adams Savings Bank, for breach of the conditions of the said mortgage and for the purpose of foreclosing, the same will be sold at public auction at 1:00 p.m. on the Twenty-Third (23rd) day of May, 2019, at the mortgaged premises described below, to wit, 86 Sandmill Hill Road, Cheshire, Massachusetts, all and singular, the premises in said Cheshire, Berkshire County, Massachusetts, described in said Mortgage, to wit:

Beginning at a point on the westerly line of a road leading from Adams to Windsor at the northeasterly corner of land of Donald Lagowski et ux (which point represents a mutually established corner agreed upon by the said Donald Lagowski et ux and James T. Malloy, Jr., and Christine J. Mach, also known as Christine J. Malloy);

thence running northerly along the westerly line of the said road, 542 feet to a point;

Public Notices

thence running westerly 150 feet to a point;

thence running southerly in a line parallel with the first described course to a point in the northeasterly line of Windsor Road (formerly known as Jackson Road);

thence continuing in a southeasterly direction along the northeasterly line of said Windsor Road to the northwesterly corner of land of Donald Lagowski et ux;

thence running easterly along the northerly line of Donald Lagowski et ux to the point and place of beginning.

Being Parcel A as shown on a sketch-plan attached to deed from Henry Mach et ux to James T. Malloy, Jr., and Christine J. Mach, also known as Christine J. Malloy, dated August 2, 1972 and recorded with the Northern Berkshire Registry of Deeds at Adams, Massachusetts in Book 648, Page 621.

Subject to a pole and wire easement granted to the Massachusetts Electric Company to "construct, reconstruct, repair and maintain" one pole with wires and cables for the transmission of low and high voltage electric current and telephone wires as recorded in said Registry in Book 589, Page 596, dated October 19, 1964 and Book 597, Page 1, dated August 25, 1965.

Being the same premises conveyed to Ronald J. Mineau and the mortgagor herein by deed of Michael J. Rich and Maude J. Rich f/k/a Maude J. Mikulewicz dated December 27, 2005 and recorded in the Northern Berkshire District Registry of Deeds in Book 1234, Page 257&c. The said Ronald J. Mineau died on January 12, 2009. See Death Certificate recorded prior hereto.

Said premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, prior liens, mortgages and other enforceable encumbrances of record having priority over the mortgage described herein, and subject to, and with the benefit of, all easements, restrictions, improvements, reservations and conditions of record, and all tenancies and/or rights of parties in possession, including rights or claims to personal property installed by tenants or former tenants now located on the premises. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal laws, ordinances or regulations.

TERMS OF SALE: FIVE THOUSAND DOLLARS (\$5,000.00) will be required to be paid in cash or by certified check or bank cashier's check by the purchaser at the time and place of sale. The balance is to be paid in cash or by certified or bank cashier's check and the deed shall be delivered within twenty-one (21) days after the public auction at the offices of HASHIM & SPINOLA, 82 Wendell Avenue, Pittsfield, Massachusetts. The purchaser will be responsible for all the closing costs, recording fees, deed stamps and shall be required to sign an Auctioneer's Memorandum containing the terms of this sale.

In the event the successful bidder shall default in purchasing the within described premises according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with the Mortgagee's attorneys, HASHIM & SPINOLA, the amount of the required deposit as set forth herein within three (3) business days after written Notice of Default of the previous highest bidder, and title shall be conveyed to the said second highest bidder within twenty (20) days of said written notice.

This sale may be postponed or adjourned from time to time, if necessary, by the attorney for the mortgagee at the scheduled time and place of sale. The description for the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

Other terms, if any, to be announced at the time and place of sale.

ADAMS COMMUNITY BANK,
Holder of Said Mortgage

Date: April 23, 2019

FROM THE OFFICES OF:
HASHIM & SPINOLA
Attorneys for the Mortgagee
82 Wendell Avenue
Pittsfield, MA 01201
(413) 499-1304

AUCTIONEER:
FRED S. HOBART
PO BOX 303
ADAMS, MA 01220
License No. 393
04/30/19, 05/07/19, 05/14/19

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Eric Dorn and Mary Jean Dorn to PNC Mortgage, a division of PNC Bank, National Association, dated March 28, 2012 and recorded with the Berkshire County (Middle District) Registry of Deeds at Book 4928, Page 153 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 2:00 PM on June 4, 2019 at 442 County Road, Becket, MA, all and singular the premises described in said Mortgage, to wit:

the land in Becket, Berkshire

Public Notices

County, Massachusetts, bounded and described as follows: The land in Becket, Berkshire County, Massachusetts, bounded and described as follows: Being Lot #5 as shown on a Plan entitled "Plan of Land Prepared for John W. Uhlein III in Becket, Massachusetts November- 1988 Scale 1"= 200'" prepared by Kelly-Granger-Parsons and Associates, Inc., Great Barrington, Mass. Recorded in the Berkshire Middle District Registry of Deeds in Plat B #172, further bounded and described as follows: Beginning at a point in the approximate Northerly line of County Road, said point being the southeasterly corner of Lot 4, and the southwesterly corner of the parcel herein conveyed; Thence N 14° -43'-25" E a distance of 1200.0 feet to an iron pipe to be set; Thence N 67°-45'-48" W a distance of 200.67 feet to a point computed; Thence N 00°-55'-53" E a distance of 879.91 feet to an iron pipe found; Thence S 81°-50'-53" E a distance of 81.00 feet to an iron pipe found; Thence S 84°-45'-53" E a distance of 100 feet to an iron pipe found; Thence N 87°13'-50" E a distance of 311.17 feet to an iron pipe found; Thence S 80°-08'-37" E a distance of 905 feet to an iron pipe found; Thence S 14°-25'-39" W a distance of 1851.05 feet to an iron pipe found; Thence N 81°-33'-25" W a distance of 198.06 feet to an iron pipe found; Thence N 87°18' 20" W a distance of 373.75 feet to an iron pipe found; Thence S 14°-20'-56" W a distance of 399.25 feet to an iron pipe found; Thence N 62°-31'-51" W a distance of 248.56 feet to a point computed; Thence N 69°-24'06" W a distance of 177.15 feet to the point and place of beginning. Being the same premises conveyed to the Mortgagor(s) herein by Deed of Nicholas S. Speranzo and Patricia D. Speranzo to be recorded immediately prior hereto.

The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

TERMS OF SALE:
A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. **TIME WILL BE OF THE ESSENCE.**

Other terms, if any, to be announced at the sale.
PNC Bank, National Association

Present Holder of said Mortgage,
By its Attorneys,
ORLANDS PC
PO Box 540540
Waltham, MA 02454
Phone: (781) 790-7800
18-016399
05/14/19, 05/21/19, 05/28/19

Notice is hereby given that a **Community Outreach Meeting for a proposed Marijuana Establishment** is scheduled for **Thursday, May 23, 2019, at 4:00 pm at The Berkshire Athenaeum, Pittsfield Public Library, One Wendell Avenue, Second Floor, Pittsfield, MA.** The proposed cultivation establishment is to be located at 973 Barker Road, Pittsfield, MA. There will be an opportunity for the public to ask questions.
05/14/19

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Kelly J. O'Neill to Mortgage Electronic Registration Systems, Inc. as nominee for Academy Mortgage Corporation dated November 9, 2016, recorded at the Berkshire County (Middle District) Registry of Deeds in Book 5849, Page 336; said mortgage was then assigned to Freedom Mortgage Corporation by virtue of an assignment dated August 21, 2018, and recorded in Book 6258, Page 101; of which mortgage the undersigned is the present holder for breach of conditions of said mortgage and for the purpose of foreclosing the same will be sold at PUBLIC AUCTION at 09:00 AM on May 28, 2019, on the mortgaged premises. This property has the address of 200 South Street, Dalton, MA 01226. The entire mortgaged premises, all and singular, the premises as described in said mortgage: Beginning at a concrete bound marked "C54" set in the easterly line of South Street, said bound also marks the southwesterly corner of land formerly owned by Eliza Callahan et al now owned by Crane & Co., Inc.; Running thence south ten degrees, eleven minutes, thirty seconds (10° 11' 30") east along the easterly line of South Street ninety and forty-seven one-hundredths (90.47) feet to an iron pipe; Thence easterly at right angles to said easterly line of South Street, one hundred two and forty-four one hundredths (102.44) feet to an iron pipe set near the top of the southwesterly bank of the

Public Notices

east branch of the Housatonic River; Thence northwesterly, forming an interior angle with the last described course of sixty eight degrees, forty nine minutes, two seconds (68° 49' 02") and being also near the top of said river bank a distance of ninety and fifty one-hundredths (90.50) feet to an iron pipe set in the southerly line of said land formerly of Eliza Callahan et al, now belonging to Crane & Co., Inc.; Thence westerly, forming an interior angle with the last described course of one hundred sixteen degrees, nine minutes, fifty-eight seconds (116° 09' 58") and being also along the southerly line of land formerly of said Eliza Callahan et al, a distance of seventy (70) feet to the place of beginning. Subject to the following restrictions which shall remain in force and effect until January 1, 2061: No well shall be driven, drilled, dug or maintained on the above described premises without the written permission of Crane & Co., Inc., its successors or assigns having first been obtained. Meaning and intending to convey and hereby expressly conveying, in mortgage, all and singular, the same premises conveyed to the Mortgagor herein by deed of The Bank of New York Mellon f/k/a The Bank of New York as Trustee for the Certificateholders CWALT, Inc. Alternative Loan Trust 2006-23CB Mortgage Pass-Through Certificate Series 2006-23CB dated July 22, 2016 and recorded in the Berkshire Middle District Registry of Deeds in Book 5849, Page 333. Subject to and with the benefit of easements, reservation, restrictions, and taking of record, if any, insofar as the same are now in force and applicable. In the event of any typographical error set forth herein in the legal description of the premises, the description as set forth and contained in the mortgage shall control by reference. Together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this sale. Terms of Sale: Said premises will be sold subject to any and all unpaid taxes and assessments, tax sales, tax titles and other municipal liens and water or sewer liens and State or County transfer fees, if any there are, and TEN THOUSAND DOLLARS (\$10,000.00) in cashier's or certified check will be required to be paid by the purchaser at the time and place of the sale as a deposit and the balance in cashier's or certified check will be due in thirty (30) days, at the offices of Doonan, Graves & Longoria, LLC ("DG&L"), time being of the essence. The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale-date by public proclamation at the time and date appointed for the adjourned sale date. The premises is to be sold subject to and with the benefit of all easements, restrictions, leases, tenancies, and rights of possession, building and zoning laws, encumbrances, condominium liens, if any and all other claim in the nature of liens, if any there be. In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder, providing that said second highest bidder shall deposit with the Mortgagee's attorneys, the amount of the required deposit as set forth herein. If the second highest bidder declines to purchase the within described property, the Mortgagee reserves the right to purchase the within described property at the amount bid by the second highest bidder. The foreclosure deed and the consideration paid by the successful bidder shall be held in escrow by DG&L, (hereinafter called the "Escrow Agent") until the deed shall be released from escrow to the successful bidder at the same time as the consideration is released to the Mortgagee, whereupon all obligations of the Escrow Agent shall be deemed to have been properly fulfilled and the Escrow Agent shall be discharged. Other terms, if any, to be announced at the sale. Dated: April 22, 2019
Freedom Mortgage Corporation By its Attorney DOONAN, GRAVES & LONGORIA, LLC, 100 Cummings Center, Suite 225D, Beverly, MA 01915 (978) 921-2670
www.dgandl.com 55315 (O'NEILL)
4/30/2019, 5/7/2019, 5/14/2019
04/30/19, 05/07/19, 05/14/19

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Massachusetts Department of Conservation and Recreation (DCR), acting under its authority pursuant to M.G.L. Chapter 21, section 1; Chapter 92, sections 33, 34B, 35, 35A, 37, 38, 41, 95A; Chapter 132A, sections 7, 7A; and Chapter 41 of the Acts of 2003, and in conformance with M.G.L. Chapter 30A, will hold public hearings regarding the adoption of a new regulation at 302 CMR 19.00: Small Wireless Facility and New Small Cell Structure Licensing.

The following public hearings will be conducted to receive verbal and written comments on the proposed regulation:

Holyoke Heritage State Park
221 Appleton Street
Holyoke, Massachusetts 01040
Wednesday, May 22, 2019
6:30 P.M. to 7:30 P.M.

Community Rowing
Harry Parker Boathouse
20 Nonantum Road
Brighton, Massachusetts 02135
Thursday, May 30, 2019
7:00 P.M. to 8:00 P.M.

Verbal and written testimony may

Public Notices

be presented at the public hearing; however, parties are requested to provide written copies of their oral testimony. Written comments will be accepted beginning May 13, 2019 and continue until 5:00 P.M. on June 7, 2019. Please submit written comments to Laura Dietz via mail to Department of Conservation and Recreation, 251 Causeway Street, Boston, Massachusetts 02114 or electronically to regs.comments@state.ma.us. A copy of the proposed regulation may be viewed on the Department's website (<https://www.mass.gov/files/documents/2019/04/12/302cmr19.pdf>) or obtained from Michael Tencellent by calling (617) 626-1303 or by sending a request via e-mail to Michael.tencellent@mass.gov
05/14/19

PUBLIC HEARING ADAMS ZONING BOARD OF APPEALS

In accordance with the Adams Zoning Bylaws and requirements of MGL c. 40A, the following public hearing will be held at the **Town Hall, Mahogany Room, 8 Park Street, Adams, MA on Tuesday, May 28, 2019 at 6:00 PM.**

Application of Bernard F. Powers for property located at 25 Overlook Terrace, requesting a Variance under §125 Att. 1 "Use Regulation Schedule," of the Adams Zoning Bylaw to convert an existing commercial space into a single family residence in a B-2 Zoning District.

Application of Adams Hometown Market for property located at 1 Myrtle Street, requesting a Variance under §125-15 A(1) and §125-15 F(4) "Sign Regulations," of the Adams Zoning Bylaw for a 126.2 square foot sign with partial internal illumination on a retail building in a B-2 Zoning District.

Peter West
Chairman
05/14/19, 05/21/19

Town of New Ashford Special Town Meeting

The Select Board of New Ashford has called a Special Town Meeting for **Tuesday, May 21, 2019 at 6:30PM, at the New Ashford Town Hall, 188 Mallory Road. The warrant articles are posted at the Town Hall, at**

newashford-ma.us
or by e-mail treasurer@townofnewashford.com
The Annual Town Meeting will follow at 7:00PM.
05/07/19, 05/14/19

Announcements

Wanted: Someone to teach me to use the computer. 413-684-1882 call Bill

Prayers

Holy Spirit, you who solve all problems, who light all roads so I can attain my goals. You, who give me the divine gift to forgive and forget all evil against me and that in all instances of my life, You are with me. I want in this short prayer to Thank You, for all things and confirm once again, that I never want to be separated from You, even in spite of all material illusions, I wish to be with you in eternal glory. Thank You for your mercy toward me and mine. Say for three consecutive days. After 3 days, the favor requested will be granted even if it may appear difficult. This prayer must be published immediately after the favor is granted without mentioning the favor.
M.G.A

Found

RING. Found on Elm St. on the evening of May 9th. Please call with detailed description to claim. 413-281-7031

Business Rentals

PITTSFIELD. Elm Street. 1,200 sf retail space in busy shopping center. Prime location. **845-638-6600**

Apartment Rentals

1 BDRM. \$475/month.
2 BDRM. \$775/month.
Appliances, no utilities.
No pets. **413-347-0753.**

ALL RENTALS
on-line at:
www.rhac.com
by the
Rental Housing Association
of
Berkshire County

NORTH ADAMS: FRANKLIN COURT

1 & 2 bedroom apartments in modern brick buildings. Large living room, eat in kitchen. Each apartment has its own oversized garage. Laundry, swimming pool, large gazebo. From \$795 to \$985 includes heat, hot water. No pets.
(413) 281-3868

PITTSFIELD. 1 bedroom. \$660. Beautiful-renovated, plastic windows, large kitchen, storage room. 16 Hamlin St., 2nd flr. 413-770-6203

Vacation Rentals

FOR RENT - LENOX
Ponds at Fox Hollow; 2 bedroom, 2 bath, all amenities. August 16-23. \$1600.
508-419-1878 or
arnoldgreen22@gmail.com

Help Wanted

PAINTERS WANTED
Must have own transportation. Will pay up to \$30 per hour based on experience.
Call
413-553-3538

NOW HIRING

EOS Farm LLC

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2019 MAY 10 PM 2:31

68 Dalton Avenue
Pittsfield, MA 01201
(914) 960-0469
SUEHIKO@GMAIL.COM

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, May 23, 2019, at 4:00 pm at The Berkshire Athenaeum, Pittsfield Public Library, One Wendell Avenue, Second Floor, Pittsfield, MA. The proposed cultivation establishment is to be located at 973 Barker Road, Pittsfield, MA. There will be an opportunity for the public to ask questions.

EOS Farm LLC

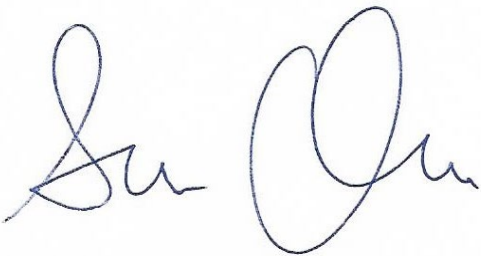
68 Dalton Avenue
Pittsfield MA 01201
(914) 960-0469
SUEHIKO@GMAIL.COM

May 10, 2019

[REDACTED]

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, May 23, 2019, at 4:00 pm at The Berkshire Athenaeum, Pittsfield Public Library, One Wendell Avenue, Second Floor, Pittsfield, MA. The proposed cultivation establishment is to be located at 973 Barker Road, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Suehiko Ono", is written on a light blue grid background.

Suehiko Ono, Manager

EOS BITTERSWEET LLC

An EOS FARM LLC Subsidiary

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

EOS BITTERSWEET LLC, a subsidiary of EOS Farm LLC, ("EOS" or the "Company") shall comply with all local zoning ordinances and by-laws.

Specifically, the City of Pittsfield has Amended the Code of the City of Pittsfield Chapter 23, Zoning, Article 23-7, Conditional Uses, Section 7.8 Conditional Uses Requiring Special Use Permit (Use Group SP), by inserting Section 7.852 allowing outdoor marijuana cultivation.

Under the Code Section 7.852(B), a Special Permit under this section shall be required for any principal or accessory use, or combination of uses, involving the outdoor cultivation of marijuana which exceeds a dedicated marijuana cultivation area of 20,000 square feet.

The Special Permit granting authority is the Pittsfield City Zoning Board of Appeals.

EOS intends to operate a Tier 10 (80,001 to 90,000 sq ft canopy) outdoor cultivation marijuana establishment at 973 Barker Road, Pittsfield, MA 01201 (the "Premises"). The Premises is located in R-43 zoning district within the City of Pittsfield. The Code of the City of Pittsfield allows outdoor cultivation in R-43 zoning district subject to a Special Permit granted by the City of Pittsfield Zoning Board of Appeals.

Following public hearings and approvals before the Pittsfield Conservation Commission and the Pittsfield Community Development Board, the Pittsfield Zoning Board of Appeals voted at a public hearing on Wednesday, July 19, 2019, to grant to EOS Farm LLC (parent company of EOS-Bittersweet LLC, hereinafter "EOS") a special permit to operate a marijuana cultivation facility at the Premises.

On July 25, 2019, the Zoning Board of Appeals granted EOS the Special Permit (enclosed). The Company has two (2) years to substantially commence construction under the Special Permit, then the term of the Special Permit is perpetual.

Subsequently, EOS entered into the RECREATIONAL ADULT USE HOST COMMUNITY AGREEMENT, dated July 30, 2019, with the City of Pittsfield.

Before any construction begins at the Premises, under the guidance of White Engineering and Barry Architects in Pittsfield, MA, the Company shall acquire permits from the City of Pittsfield for the following:

EOS DISPENSING SOP SUMMARY

1. City of Pittsfield Engineering curb cut, which consists of one application including:
 - A. Driveway apron improvements
 - B. City of Pittsfield water connection
 - C. City of Pittsfield sewer design and connection
 - D. City approval for gas connection from Berkshire Gas Co
 - E. City Electrical Inspector approval for electrical connection from Eversource with underground connection within the right of way.
2. Building Permits from the City of Pittsfield building inspector; sub-permits include:
 - F. Foundation
 - G. Concrete
 - H. Main structure
 - I. Electric
 - J. Gas
 - K. Plumbing permit

Building permit includes signs offs from:

1. City of Pittsfield Electrical Inspector
2. City of Pittsfield Plumbing Inspector
3. City of Pittsfield Fire department
4. City of Pittsfield Tax Assessor

No other approvals or permits are required to satisfy local zoning ordinances and by-laws.

Please file with
Register of Deeds

July 25, 2019



2019 00949433

Bk: 6501 Pg: 222 Doc: NOT

Page: 1 of 5 10/21/2019 03:59 PM



CITY OF PITTSFIELD

ZONING BOARD OF APPEALS, 70 ALLEN STREET, PITTSFIELD, MA 01201

NOTICE OF SPECIAL PERMIT & VARIANCE

Conditional or Limited Special Permit & Variance
(General Laws, Chapter 40 A, Section 18 as amended)

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2019 JUL 25 AM 11:51

Notice is hereby given that a Conditional or Limited Special Permit & Variance has been granted

TO: EOS Farm, LLC

(Owner or Petitioner)

ADDRESS: 172 E. Main Street

CITY: Ashley Falls, MA 01222

By the City of Pittsfield, Board of Appeals affecting the rights of the owner with respect to the use of premises at:

973 Barker Road

(Street)

Pittsfield, MA

(City)

Assessors Map, Block and Lot: D02-0002-102

(Identify Land Affected)

The record title standing in the name of Tanya Halley & David Halley

Whose address is: 973 Barker Road

(Street)

Pittsfield

(City)

MA

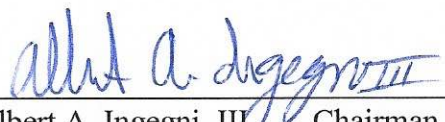
(State)

By a deed duly recorded in the Berkshire Middle District Registry of Deeds in Book 3216
Page 116

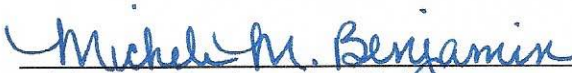
The decision of said Board is on file with the papers in Decision or Case No. 2896 in the office of the City Clerk of Pittsfield.

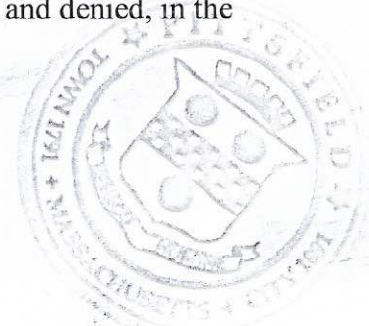
Board of Appeals:

Signed this 25th day of July, 2019


Albert A. Ingegneri, III Chairman *AT*

This is to certify that twenty (20) days have elapsed since the filing of the above decision with this office and no appeal has been filed, or appeal has been filed and denied, in the case.


Michele Benjamin City Clerk 10/21/19 Date
(SEE FORM 4 & 6 ATTACHED)





CITY OF PITTSFIELD
ZONING BOARD OF APPEALS, 70 ALLEN STREET, PITTSFIELD, MA 01201

NOTICE OF DECISION

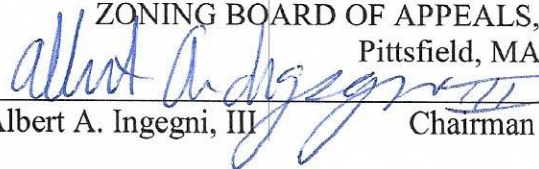
Petition of: EOS Farm, LLC July 25, 2019
Premises affected: 973 Barker Road Petition: 2896
Pittsfield, MA 01201
D02-0002-102

Referring to the above petition requesting special permit under Article 23 Section 7.854 of the Zoning Ordinance to allow the operation of an outdoor marijuana cultivation operation:

After a public hearing given Wednesday June 19, 2019 the Board of Appeals voted to authorize the Building Inspector to issue a permit to EOS Farm LLC requesting a special permit under Article 23 Section 7.854 of the Zoning Ordinance to allow the operation of an outdoor marijuana cultivation operation:

1. The applicant shall not receive a sign-off on the Certificate of Inspection without an executed host agreement.
2. Should the Zoning Board of Appeals be made aware of public safety concerns of the Building Department or Pittsfield Police Department as a result of the hours of operation or activity associated with the proposed business the Board will request that the applicant appear at a properly noticed Zoning Board of Appeals meeting to address the impact(s) and provide appropriate mitigation.
3. *The applicant is subject to all other federal, state and local rules and regulations not specifically covered by the granting of a special permit.*

IMPORTANT: Any appeal from the decision of the Zoning Board of Appeals must be made pursuant to Section 17, Chapter 40 A (G.L.) as amended, and must be filed within twenty (20) days after the date of filing of the decision with the City Clerk.

ZONING BOARD OF APPEALS,
Pittsfield, MA.

Albert A. Ingegneri, III Chairman



CITY OF PITTSFIELD

ZONING BOARD OF APPEALS, 70 ALLEN STREET, PITTSFIELD, MA 01201

Record of Meeting

Date Filed: July 25, 2019
Meeting Date: July 17, 2019
Petition No. 2896

PETITIONER'S NAME: EOS Farm LLC

I, Albert A. Ingegna, III, Chairman of the Board of Appeals under the Zoning Ordinance of the City of Pittsfield, hereby certify that the following is a detailed record of all its proceedings relative to the petition of EOS Farm LLC requesting a special permit under Article 23 Section 7.854 of the Zoning Ordinance to allow the operation of an outdoor marijuana cultivation operation. The premises affected are located at 973 Barker Road and is in a(n) R-43 zoning district.

On 6/12/2019 a petition, of which a true copy marked "A" is made part of this record and can be found at City Hall, was presented to the Board of Appeals accompanied by the filing fee of two hundred dollars.

2. Thereupon, an advertisement, a true copy of which marked "B" is made part of this record and can be found at City Hall, was published in the Berkshire Eagle, a newspaper published in the City of Pittsfield on 7/3/2019 and 7/10/2019.

3. Notices of the hearing, a copy of which marked "C" which is made part of this record and can be found at City Hall, were mailed postpaid to the owners of all property deemed by the Board to be affected, being the same persons named in the Assessor's certificate which was a part of the petition, the Building Inspector, and the Planning Board of the

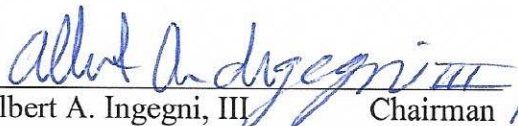
City of Pittsfield. On Wednesday July 17, 2019 a hearing was held at the Pittsfield City Hall, at which opportunity was given to all those interested to be heard in favor or in opposition to said petition. Members present: Chairman Albert Ingegner III, John Fitzgerald, Tom Goggins, Miriam Maduro, Esther Bolen, and Erin Sullivan. Non-Members present: Permitting Coordinator Nate Joyner. Chairman Albert Ingegner III announced that he would be recusing himself from this item, turning the meeting over to John Fitzgerald who read the staff analysis and findings into the record, a copy of which has been marked "D" and made part of this record.

Brent White of White Engineering appeared, along with business owner Suehiko Ono and property owners Anne Archey and David Halley, on behalf of the applicant and explained the proposed layout for the requested outdoor marijuana cultivation facility. Mr. White explained that the project would be located on existing agricultural fields and would be screened in from the road by existing trees. The access to the site would be through an existing farm road which will be improved slightly and has received conservation commission approvals to allow the installation of utilities as needed. The project would involve the construction of a main cultivation and storage building as well as 2 greenhouses. The main building would provide 2,000 square feet of indoor cultivation area as well as space for storage and processing, while the greenhouses will be used to support the outdoor cultivation. Mr. White explained they would provide on-site parking near the main building and would be installing additional plantings as screening along the southern property line.

Seeing none who wanted to speak in favor or opposed the public hearing was closed. Tom Goggins made a motion to accept the staff finding and approve the requested special permit; the motion was seconded by Esther Bolen. Speaking in support of the motion Mr. Goggins

found that the application was well presented and complied with the requirements of the city ordinances. Voting in favor of the motion were John Fitzgerald, Tom Goggins, Miriam Maduro, Esther Bolen, and Erin Sullivan the motion was approved unanimously.

July 25, 2019


Albert A. Ingegni, III Chairman *ns*



CITY OF PITTSFIELD
OFFICE OF THE CITY SOLICITOR, CITY HALL, 70 ALLEN STREET, SUITE 200,
PITTSFIELD, MASSACHUSETTS 01201

Tel. (413) 499-9352
Solicitor@cityofpittsfield.org

January 4, 2021

John Song, CFO
EOS-Bittersweet, LLC
1107 Barker Road
Pittsfield, MA 01201

Re: 1107 Barker Road, Pittsfield, MA

Dear Mr. Song:

In response to your request pursuant to 935 CMR 500.103(4)(f) for documentation from the City of Pittsfield for the records of any cost incurred by the City "reasonably related to the operation of the establishment, which would include the [C]ity's . . . anticipated and actual expenses resulting from the operation of the establishment in its community," we are enclosing the attached memo and exhibits.

The enactment of Chapter 334 of the Acts of 2016 (The Regulation and Taxation of Marijuana Act) introduced a new land use in to our community. In response, after researching how local governments in other parts of the country have been impacted by this land use, the City put in place permitting processes for the cultivation, manufacturing, transportation, testing, and retail sales of cannabis products. We also established a standard Host Community Agreement, fee structure, and memorandum documenting the basis for the fee structure all as provided for under the Act. Copies of these documents are attached.

These procedures have ensured the community is reasonably compensated for the work involved in establishing this new land use in our community. Abutting property owners, residents and businesses have an opportunity to be involved in the development of cannabis businesses in our community.

To date, twenty (20) marijuana related facilities have received local regulatory approvals in Pittsfield and have executed Host Community Agreements. Three (3) facilities/locations have opened for business, Berkshire Roots at 501 Dalton Avenue (Medical/Recreational Retail, Cultivation, Manufacturing, and Transporting), Temescal Wellness at 10 Callahan Drive (Medical/Recreational Retail) and Bloom Brothers on 2 Larch Street (Recreational Retail). As illustrated on the attached spreadsheet, some locations hold multiple licenses and conduct multiple cannabis-related uses at a single location. Based on local permitting activities, we

anticipate three (3) additional retail locations will open within the next 12 months, with additional cultivation and manufacturing uses receiving their Commence Operations status from the CCC.

The memo provides estimated municipal costs related to the permitting, development, monitoring and operation of a marijuana establishment in our community. Once more of permitted facilities go into operation, these cost estimates will be reviewed and updated.

Very truly yours,

A handwritten signature in black ink, appearing to be 'S. Pagnotta', written in a cursive style.

Stephen N. Pagnotta
City Solicitor

cc: Mayor Tyer
Matt Kerwood, Finance Director
✓ Nate Joyner, Permitting Coordinator

RECREATIONAL ADULT USE HOST COMMUNITY AGREEMENT

This HOST COMMUNITY AGREEMENT ("Agreement") is entered into as of _____ ("Effective Date") by and between [Organization Name] with its main office presently located at [Business Mailing Address] herein referred to as ("XX") and the City of Pittsfield ("CITY"), a municipal corporation validly existing under the laws of the Commonwealth of Massachusetts, with a principal place of business at 70 Allen St, Pittsfield, MA 01201. Collectively, XX and the CITY may be referred to as "Parties".

RECITALS

WHEREAS, the Massachusetts Cannabis Control Commission ("CCC") has granted, or is expected to grant, XX a license to operate a Marijuana Retailer ("MR") at a property located at [Business Address], Pittsfield, MA 01201 ("Premises").

WHEREAS, XX, upon being granted an Approval to Sell by the CCC and all other required permits, licenses and approvals from the CITY to begin sales of adult-use marijuana in compliance with 935 CMR 500, agrees to pay certain community impact fees to the CITY in order to provide financial resources to be used for the betterment of the CITY as determined by the City in its sole discretion.

WHEREAS, section 25 of Chapter 55 of the Acts of 2017, styled "An Act to Ensure Safe Access to Marijuana", provides that "[a]n agreement between a . . . medical marijuana treatment center and a host community may include a community impact fee for the host community, provided, however that the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the establishment and shall, in no event, amount to more than 3 percent of the gross sales of the establishment or be effective for longer than 5 years."

WHEREAS, section 25 of Chapter 55 of the Acts of 2017 further provides that "[a]ny cost to a city or town imposed by the operation of marijuana establishment shall be documented and considered a public record as defined by clause Twenty-sixth of section 7 of chapter 4 of the General Laws."

NOW THEREFORE, in consideration of the provisions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, XX offers and the CITY accepts this Agreement in accordance with M.G.L. c. 44, § 53A, and the Parties hereby agree as follows:

1. Host Community Fees. The parties stipulate and agree that the CITY will incur additional expenses and impacts upon the CITY's road system, law enforcement, fire protection services, inspectional services, permitting services and public health services. Accordingly, in order to mitigate any such impacts upon the CITY and use of CITY resources, XX shall pay fees to the CITY, on a biannual basis, as follows:

- (a) for the first year of operation, an amount equal to Sixty Thousand Dollars (\$60,000); and
- (b) for the second year of operation, an amount equal to One Hundred Thousand Dollars (\$100,000); and
- (c) for the third year of operation, an amount equal to One Hundred Fifty Thousand Dollars (\$150,000); and
- (d) for the fourth year of operation, an amount equal to Two Hundred Thousand Dollars (\$200,000); and
- (e) for the fifth year of operation, an amount equal to Two Hundred Thousand Dollars (\$200,000).

The initial payment of the Host Community Fee to the CITY shall be made on or before the first of July or January, whichever occurs first, following the end of the first six (6) months from the day XX commences adult-use marijuana sales from the Premises. Thereafter, Host Community Fee payments shall be made to the CITY on or before the first of July and the first of January each year. XX shall notify the CITY when it commences adult-use marijuana sales within the CITY at the Premises. The Host Community Fee shall continue being paid by XX to the CITY, until XX ceases the adult-use marijuana sales at the Premises or upon the expiration of Five (5) years after the Execution Date, whichever is earlier. While the purpose of the Host Community Fee is to assist the CITY in addressing any public health, safety or other effects or impacts the Premises may have on the CITY, the CITY may expend all such fees at the CITY's sole and absolute discretion.

- 2. Local Preference. Except for senior management positions, XX commits to hiring the majority of its employees from the local communities, to the extent permitted by law. In addition to the direct hiring, XX will work in a good faith, legal and non-discriminatory manner to hire local vendors, suppliers, contractors and builders from the Pittsfield area where possible.
- 3. Property Taxes. Except as provided in section 44 of Chapter 55 of the Acts of 2017, at all times during the Term of this Agreement, all property, both real and personal, owned or operated by XX shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by XX or by its landlord to the CITY, and XX shall not object to or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes. Notwithstanding the foregoing, (i) if real or personal property owned or operated by XX is determined to be non-taxable or partially non-taxable, a determination of which the XX agrees not to seek at any time during this Agreement or (ii) if XX is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then XX shall pay, as an additional fee to the CITY, an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption ("Additional Fee"). Such Additional Fee payments shall be in addition to all payment obligations owed by XX under Section 1 of this Agreement.

4. Right to Re-Open.

(a) In the event that XX enters into a host community agreement or other similar agreement with another municipality in the Commonwealth of Massachusetts that contains financial terms more beneficial to such municipality than this Agreement provides to the CITY, taking into consideration the marketplace, number of other operating adult-use marijuana facilities and customers in the municipality as compared to the CITY, XX agrees to reopen this Agreement and, in good faith, negotiate an amendment that fairly adjusts the Host Community Fee set forth in this Agreement to reflect any such better terms.

(b) If, during the term of this Agreement, the Host Community Fees imposed upon XX under this Agreement are determined to exceed the costs imposed upon the CITY by the operation of the Premises, then the CITY agrees to reopen this Agreement and, in good faith, negotiate an amendment that fairly adjusts the Host Community Fee such that the fee is reasonably related to the costs imposed upon the CITY due to XX's operation of the Premises.

5. Permits and Licenses. The Parties agree that this Agreement and all terms, conditions and requirements contained herein, are subject to, and conditioned upon XX obtaining the required registrations, permits and licenses to sell adult-use marijuana at the Premises. If, for any reason, XX is unable to obtain the required permits and licenses to operate, this Agreement shall be null and void and neither Party shall have any further obligations under this Agreement.

6. Omitted.

7. Term. This Agreement shall go into effect on the Effective Date and shall terminate in the event that XX ceases its MR operations in the CITY or XX's MR license is revoked by the CCC. This Agreement shall terminate upon the occurrence or existence of the appointment of a trustee, receiver or other custodian for any substantial part of XX's assets, or if XX petitions for, permits or suffers insolvency, bankruptcy, liquidation or a winding up of its business or assets. Furthermore, in accordance with section 25 of Chapter 55 of the Acts of 2017, this Agreement shall terminate no later than Five (5) years after the Execution Date. In the event of termination, payments due in that Six (6) month period shall be prorated based on the number of days of operation during said Six (6) month period.

8. Local Authority. This Agreement does not waive, limit, control, govern or in any way describe the legal authority of any CITY board, commission, committee, officer or official to regulate, authorize, restrict, inspect, investigate, enforce against, or issue, deny, suspend or revoke any permit, license or other approval with respect to, XX, the Premises or any MR thereon; nor does it waive, limit, control, govern or in any way describe the legal authority of the Pittsfield Police Department to investigate, prevent or take action against any criminal activity with respect to XX, the Premises or any MR thereon. Nothing in this

Agreement presumes, implies, suggests or otherwise creates any promise either that XX shall obtain or retain any or all local permits, licenses and other approvals that are required in order to operate an MR at the Premises, or that the CITY shall be required to support or assist in any application for the same. The CITY, by entering into this Agreement is not thereby required or obligated to issue such permits and approvals as may be necessary for the MR to operate in the CITY, or to refrain from enforcement action against XX and/or the Premises for violations of the terms of said permits, approvals and or applicable statutes, ordinances and regulations. The CITY acknowledges that XX may now or in the future enjoy certain rights under the laws of the Commonwealth, and in further consideration of the payments contemplated under this Agreement the CITY agrees that it will refrain from imposing any restrictions on XX's exercise of any rights that may arise solely under such laws. Notwithstanding any other provision of this Section 8, the CITY hereby acknowledges that XX's obligations under this Agreement are contingent upon XX's successful and timely operation of its business, and the CITY therefore agrees to promptly provide XX with a certificate of occupancy for the entirety of the Premises upon XX's substantial completion of the permitted work at the Premises.

9. Common Agreement. No MR or marijuana establishment shall sell or otherwise distribute within the CITY adult-use marijuana or adult-use marijuana infused products, including any products containing or consisting of THC or CBD, unless and until such MR or marijuana establishment has entered into a Host Community Agreement with the same terms, conditions and restrictions as appear within this Agreement. For the avoidance of doubt, the CITY agrees and acknowledges that it will impose upon any MR or marijuana establishment operating within the CITY the same financial and other obligations set forth in this Agreement.
10. Notices. Any and all notices or other communications required or permitted under the Agreement by either Party to the other shall be in writing and delivered by mail, postage prepaid, return receipt requested, by registered or certified mail, or by other reputable delivery service.

(a) Notice to XX shall be delivered to:

[Business Mailing Address]

(b) Notice to CITY shall be delivered to:

City of Pittsfield
Mayor's Office
70 Allen St
Pittsfield, MA 01201

11. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed verbally, and may only be amended by an agreement in writing signed by both Parties.

12. No Rights in Third Parties. This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
14. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either Party not receiving the benefit of its bargain.
15. Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, executors, administrators and assigns.
16. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.
17. Acknowledgement. The individuals signing below have full authority to do so by the entity on behalf of which they have signed.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the Execution Date set forth above.

CITY OF PITTSFIELD

[Organization Name]

Linda M. Tyer, Mayor

[Organization Representative]

[Date]



CITY OF PITTSFIELD

DEPARTMENT OF COMMUNITY DEVELOPMENT, CITY HALL, 70 ALLEN STREET, RM 205, PITTSFIELD, MA 01201

MEMORANDUM

TO: File

FROM: Deanna L. Ruffer & Nate Joyner

DATE: April 30, 2018

SUBJECT: HCA HOST FEE SCHEDULE

Host Community Agreements are governed under MA General Law, Chapter 94G, Section 3(d). This statute includes provisions for a community impact fee provided that "the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center and shall not amount to more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center or be effective for longer than 5 years".

The purpose of this memo is to summarize for the record the types of costs anticipated to be "reasonably related to the costs imposed on the City" as a result of these two new uses in our community.

The analysis of anticipated costs has been informed by internal discussions, information available from other communities in Massachusetts, the Cannabis Control Commission, and other third party information sources such as seminars presented by law firms, etc., information obtain through review of experience in other states, and discussions with permitted and proposed marijuana business owners – including the general impression by marijuana business owners that recreational marijuana businesses can be expected to have 3 to 4 times the magnitude of impact on the community in comparison to medical marijuana businesses. Finally, this analysis is also guided by the regulatory cap on community impact fees of three percent of gross revenues.

Ramp-up Costs

The City's costs date back to the voters' approval of the Massachusetts Regulation and Taxation Act (Question 4) on November 8, 2016. From this date, to April 2018 when the first application was received, it is estimated that the equivalent of one full time employee's effort went in to preparing for this new use. This effort involved a range of personnel including but not limited to the Mayor, City

Attorney, Finance Director, City Clerk, Assessor, Community Development Director, City Planner, Permit Coordinator, and related administrative staff. For the purpose of determining the cost of this effort, a blended rate of \$40.00 per hour is used plus an indirect rate of 30%, for a total rate of \$52.00 per hour. Based on an estimated 2,800 hours, the total cost was \$145,600.

Based on market research and initial inquiries, it is anticipated that the local market can absorb 2-3 medical marijuana establishments and 10-12 recreational marijuana facilities, for a total of 12-15 establishments. Using the lower end of this range, ***ramp up costs to be applied to each permitted facilities would be \$14,560.***

Development Costs

At a minimum, medical and recreational marijuana establishments are required to obtain site plan approval from the City's Community Development Board, approval of a special permit from the City's Zoning Board of Appeals, and a building permit. Additional costs would be required if other permits were required, such as an Order of Conditions from the Conservation Commission. The estimated cost for this permitting process (per establishment) is as follows. In general, these costs are based on FY19 costs and some hourly rates are blended; these costs are expected to inflate annually due to cost of living adjustments, etc. and may change based on the actual staff doing the work. No cost is charged for the board time, as the members are volunteers; although there is definite value to the board time invested in each application.

Category of Cost	FY19 Hourly Rate (including benefits)	Estimated Level of Effort	Total Cost
Administrative Staff	\$20	20	\$ 400
Community Development Director	\$50	10	\$ 500
City Planner	\$36	60	\$2,160
Permitting Coordinator	\$28	60	\$1,680
City Clerk's Office	\$30	2	\$ 60
Building permitting & inspections	\$40	60	\$2,400
TOTAL/Establishment			\$7,200
ANNUALLIZED COST (over 5 years)			\$1,440

Operational Costs

A retail marijuana establishment was used as the prototype for developing an estimate of the service costs related to an operational marijuana establishment. This was based on the decision that a retail establishment has the most customers (and thus the most traffic, etc.) and thus has the greatest potential to impact the community and its residents. This is not to say that other types of marijuana establishments would not have impacts or require municipal services. In fact, experience in other states has shown that all types of marijuana establishments can impact a community and municipal services.

Some of the types of ongoing services anticipated to be required in direct relationship to the establishment of retail marijuana establishment include but are not limited to:

- Public Safety – traffic impacts, customer volume impacts, additional patrols required in the vicinity of such establishments, on and off site traffic related incidents, development of new policies and procedures, and new training directly related to interaction with people who may be using marijuana or other cannabis based products.
- Public Health – additional health related inquiries, public education needs, and other issues and needs amongst the general population as well as direct users of marijuana or other cannabis based products.
- Zoning – response to complaints from customers of the establishments and from abutters or the community about a specific establishment.
- Finance/administrative – administration of Host Community Agreements, including collection of delinquent fees when required.
- Public School System – additional resources need in public schools to address the consequences of open use of marijuana and cannabis based products in students' home environments and the abuse of such products by minors.

The above does not include any one time, special request, or contractual services the establishment may seek from the City. This type of service is considered to be outside the scope of the Host Community Agreement.

While at this time it is not possible to estimate the actual costs of the above, for the purpose of developing the Host Community Fee Schedule it has been estimated that this work will be the equivalent of two full time employees per year. Recognizing that this service may involve a number of employees with a range of annual compensation and benefits, for the purpose of establishing Host Community Fees, the conservatively estimated average annual cost per full time employee is \$75,000 per year including benefits, for a **total cost of \$150,000/year**.

In addition, it is anticipated that for recreational marijuana establishments the level of service impact will vary by type of establishment with retail establishments anticipated to require the highest level of ongoing services (or said another way, have the highest level of impact on the community). It is also recognized that the size of facility could influence the level of impact and service requirement, particularly with regard to cultivation and manufacturing establishments. As a result, the estimated variation in level of impact on services has been estimated as follows, with a retail establishment anticipated to require 100% of the level of service identified above.

Type of Establishment	Average Level of Impact	Average Cost per Year
Retail	100%	\$150,000
Indoor or Outdoor Cultivation	10%	\$ 15,000
Manufacturing	5%	\$ 7,500

Annual Evaluation Costs

As this is a new use in the City and Commonwealth, it is anticipated that annual reviews of the operations will be undertaken by the City. This annual evaluation will, at a minimum, include a review and analysis of:

- Nature and number of community reactions and enforcement actions taken over the course of the prior year.
- Traffic impacts – possibly including traffic counts
- Stormwater and other site related impacts – including site visits and potentially evaluation by independent consultants

It is anticipated that the cost of the above review and analysis could range from less than \$500 to several thousand dollars per year, depending on the type and size of the establishment and the nature of its management and operations. For the purpose of establishing the Host Community Fee Schedule, it is estimated that the **average cost will be \$1,500 per year.**

In addition, it is anticipated that one or more annual municipal inspection, similar to those required by other state regulated businesses such as liquor stores, will be required involving public health, building inspections and fire inspection staff. Assuming a three member team, this annual inspection is anticipated to take 12 hours of inspection time and 4 hours of administrative time, at an **annual cost of \$560 per establishment.**

Community Costs

For the purpose of informing the development of this estimate, the range of services provided, the needs and costs incurred in the community related to substance abuse and public education regarding the use of controlled substances were reviewed. More than twenty organizations are involved in providing services in response to these needs, at an aggregate combined cost in the millions per year. Using this information as a guide to the type of services that could be needed, as well as what may be needed to proactively avoid the need for such services, it is estimated that conservatively the city could/should invest at least \$200,000 per year in programs targeted toward recreational marijuana. Based on the industry analysis that the local market can support 10-12 retail marijuana establishments in Pittsfield, the resulting **Community Cost would be \$20,000 per establishment.**

Summary of Projected Costs

The following table compiles the above cost components by type of recreational marijuana facility.

Cost Category	Estimated Average Annual Cost		
	Retail	Indoor or Outdoor Cultivation	Manufacturing
Ramp-Up	\$14,560	\$14,560	\$14,560
Development	\$1,440	\$1,440	\$1,440
Operations	\$150,000	\$15,000	\$7,500

Evaluation	\$2,060	\$2,060	\$2,060
Community	\$20,000	\$20,000	\$20,000
TOTAL	\$188,060	\$53,060	\$45,560

Fee Schedule

The attached Fee Schedule has been prepared based on the above analysis. Furthermore, this schedule takes into consideration that the level of impact to the City and thus the level of services required by each establishment may vary by establishment and may be higher in the early years and stabilize in later years. In other instances, such as public health and school system related needs and costs may increase over time. By comparison, it is anticipated that the level of sales for an individual establishment may start low and increase over time. As a result, the proposed Fee Schedule under compensates the City in the early years of operation, making up for these losses in the later years of the Host Community Agreements.



CITY OF PITTSFIELD

DEPARTMENT OF COMMUNITY DEVELOPMENT, CITY HALL, 70 ALLEN STREET, RM 205, PITTSFIELD, MA 01201

RECREATIONAL MARIJUANA HOST COMMUNITY IMPACT FEE TABLE

State License Category		City Annual Community Impact Fee
Indoor or Outdoor Cultivator		
Tier 1: up to 5,000 square feet	Tier 1 – 3	\$10,000
Tier 2: 5,001 to 10,000 sq. ft.		
Tier 3: 10,001 to 20,000 sq. ft.		
Tier 4: 20,001 to 30,000 sq. ft.	Tier 4 – 7	\$30,000
Tier 5: 30,001 to 40,000 sq. ft.		
Tier 6: 40,001 to 50,000 sq. ft.		
Tier 7: 50,001 to 60,000 sq. ft.	Tier 8 - 11	\$50,000
Tier 8: 60,001 to 70,000 sq. ft.		
Tier 9: 70,001 to 80,000 sq. ft.		
Tier 10: 80,001 to 90,000 sq. ft.		
Tier 11: 90,001 to 100,000 sq. ft.		
Retail (Lower of flat fee or 3% of gross sales applies)	Year 1	\$60,000
	Year 2	\$100,000
	Year 3	\$150,000
	Year 4	\$200,000
	Year 5	\$200,000
Manufacturing	Less than 10,000 sq. ft.	\$5,000
	10,001 - 50,000 sq. ft.	\$20,000
	Greater than 50,000 sq. ft.	\$40,000
Independent Testing Laboratory		\$5,000
Research Laboratory		\$5,000
Transporter		\$5,000

Entity Name	Business Address	License Category	Start of Business	Location note
Berkshire Roots	501 Dalton Avenue	Medical Dispensary	April 7, 2018	
Temescal Wellness	10 Callahan Drive	Medical Dispensary	October 13, 2018	
Heka Inc.	745 East Street	Medical Dispensary		
Berkshire Roots	501 Dalton Avenue	Recreational Retail	April 6, 2019	
Temescal Wellness	10 Callahan Drive	Recreational Retail	January 15, 2019	
Green Biz LLC	1021 South Street	Recreational Retail		
Krypties LLC	1450 East Street	Recreational Retail		
Slang LLC dba Bloom Brothers	2 Larch Street	Recreational Retail	March 2, 2020	
Heka Inc.	745 East Street	Recreational Retail		
Herbal Pathways LLC	1317 East Street	Recreational Retail		
Pure Botanicals	239 West Street	Recreational Retail		
EOS Farms LLC (Organic Chemistry)	68 Dalton Ave	Recreational Retail		
Mint Dispensaries LLC	1035 South Street	Recreational Retail		
True East Leaf	161 Seymour Street	Recreational Retail		
Berkshire Roots	501 Dalton Ave	Cultivation Tier 1 - 3		Co-located
Mass Yield Cultivation	8 Commercial Street	Cultivation Tier 1 - 3		
Commonwealth Cultivation	74 Downing Parkway	Cultivation Tier 1 - 3		
West County Collective	370 Cloverdale Street	Cultivation Tier 1 - 3		
Elevated Gardens	17 Taconic Park Drive	Cultivation Tier 1 - 3		
Pure Botanicals	239 West Street	Cultivation Tier 1 - 3		Co-located
Northeast Cultivation LLC	997 Pecks Road	Cultivation Tier 8 - 11		
EOS Farms LLC	973 Barker Road	Cultivation Tier 8 - 11		
True East Leaf	161 Seymour Street	Cultivation Tier 1 - 3		
J-BAM	71 Downing Parkway	Cultivation Tier 1 - 3		
Berkshire Roots	501 Dalton Ave	Manufacturing (<10,00 s.f.)		Co-located
Climb Cannabis	70 Jefferson Place	Manufacturing (<10,00 s.f.)		
Commonwealth Cultivation	74 Downing Parkway	Manufacturing (<10,00 s.f.)		Co-located
EOS Farms LLC	68 Dalton Ave	Manufacturing (<10,00 s.f.)		Co-located
Berkshire Roots	501 Dalton Ave	Transporter (Existing Licensee)		Co-located

EOS-BITTERSWEET LLC

An EOS FARM LLC Subsidiary

POSITIVE IMPACT PLAN SUMMARY

EOS-BITTERSWEET LLC and EOS FARM LLC, the majority investor, ("EOS") plans to positively impact Pittsfield, MA, the geographic "area of disproportionate impact," which has been defined by the Commission and identified in its [Guidance for Identifying Areas of Disproportionate Impact](#) .

GOALS

1. Reducing barriers to entry in the commercial adult-use cannabis industry;
2. Providing mentoring, professional, and technical services for individuals and businesses facing systemic barriers;
3. Promoting sustainable, socially and economically reparative practices in the cannabis industry in Pittsfield, Massachusetts; and
4. Providing business assets (time, organization skills, finances) towards endeavors in Pittsfield, MA and other geographical locations designated as a disproportionately impacted area that will have a positive impact on the members of that community or the community as a whole.

POSITIVE IMPACT PLAN

1. Giving hiring and contracting preference to individuals and businesses that are residents of Pittsfield, MA, an Area Disproportionate Impact;
 - 1.1.EOS shall recruit heavily from the residents and businesses of Pittsfield, MA, an Area of Disproportionate Impact, for each phase of pre-construction, construction, and business operations.
2. Incubator or accelerator programs:
 - 2.1.EOS will establish a program to incubate and accelerate small businesses from Areas of Disproportionate Impact.
 - 2.2.EOS Farm LLC will provide horticultural, business, and vocational training to support the local community of Pittsfield, an Area of Disproportionate Impact.

3. Providing assistance to named non-profits and charities whose missions are improving Pittsfield, MA.
 - 3.1. Soldier On - a non-profit organization for homeless veterans in Pittsfield, MA, an Area of Disproportionate Impact, whose mission includes providing temporary and permanent housing to veterans (letter enclosed).
4. Plan to promote sustainable, socially and economically reparative practices in the cannabis industry in Pittsfield.
 - 4.1. EOS will support local food security. EOS will partner with a farm to preserve productive agricultural land in Pittsfield, MA, an Area of Disproportionate Impact.
 - 4.2. EOS shall operate the cultivation in Pittsfield, MA, an Area of Disproportionate Impact, using sustainable and regenerative farming practices, and it shall work closely with the third-party certification organization, The Cannabis Conservancy, and plan to become "Sun+Earth" certified (letter enclosed).

MEASUREMENTS

EOS will track and disclose qualitative and quantitative measurements for our Positive Impact Plan annually.

1. Giving hiring and contracting preference to individuals and businesses that are residents of Pittsfield, MA, an Area Disproportionate Impact;
 - 1.1. Hiring at least two (2) individuals from Pittsfield, MA, an Area of Disproportionate Impact, or any other Area of Disproportionate Impact before the end of the first license renewal period. EOS will track the number of employees, their hours, their compensation, in order to measure our progress. EOS will also conduct and document qualitative interviews in order to assess our program and seek for ways to improve the program. EOS will network within the community of business leaders and advertise on the internet, emailing groups, and local periodicals directed at the audience of Pittsfield, MA, an Area of Disproportionate Impact, at least two (2) times before the end of the first license renewal period.
 - 1.2. Contracting at least two (2) businesses from Pittsfield, MA, an Area of Disproportionate Impact, or any other Area of Disproportionate Impact before the end of the first license renewal period. EOS will track the number of businesses, their scope, their compensation, and progress, in order to measure our progress. EOS will also conduct and document qualitative interviews in order to assess our program and seek for ways to improve the program. EOS will network within the community of business leaders and advertise quarterly on the internet, emailing groups, and local periodicals directed at the audience of Pittsfield, MA, an Area of Disproportionate Impact at least two (2) times before the end of the first license renewal period.
2. Incubator or accelerator programs:
 - 2.1. Number of businesses that obtain training or assistance from the programs; one business before the end of the first license renewal period.

- 2.2. Number of persons or businesses: entrepreneurs, suppliers, vendors, and enterprises, who mainly exist in disproportionately impacted areas and specifically Pittsfield, MA to join our training and start-up program to enter the marijuana cultivation industry. one business before the end of the first license renewal period. EOS will conduct and document qualitative interviews on applicants and participants in our program and seek for ways to improve the program.
3. Providing assistance to named non-profits and charities whose missions are improving Pittsfield, MA.
 - 3.1. Soldier On (one non-profit before the end of the first license renewal period).
 - 3.2. \$ 10,000 before the end of the first license renewal period.
 - 3.3. 30 man hours before the end of the first license renewal period).
4. Number and subject matter of trainings offered and performed, and to whom; subject matter - one training session on business management and horticulture before the end of the first license renewal period
5. Number and type of jobs created in the adult-use cannabis industry, Pittsfield, MA, an Area of Disproportionate Impact : Four (4) jobs in adult-use cultivation, before the end of the first license renewal period.

The progress or success of this plan, in its entirety, shall be documented annually upon renewal (renewal occurs one year from provisional licensure whether or not the licensee has a final license).

- EOS acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and
- 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.

SOLDIER ON

October 10, 2019

Cannabis Control Commission
101 Federal Street
13th Floor
Boston, MA 02110

Dear Commission:

This letter is to verify that EOS Farm LLC, and its subsidiaries, has agreed to make monetary and other contributions to support Soldier On, and Soldier On has agreed to accept the contributions in furtherance of its mission.

Headquartered in Pittsfield, MA Soldier On is a private, nonprofit organization committed to ending veteran homelessness. Soldier On was organized in 1994 to provide a continuum of programs to ensure that homeless veterans and their families have access to immediate and long-term housing with an array of support services delivered to them where they live. Soldier On's mission is to help veterans reclaim their place in the community while returning meaning, dignity, and hope to their lives. Soldier On offers a continuum of ongoing care to veterans and their families that includes immediate and long-term housing with an array of support services delivered where they live. The ultimate goal is to provide formerly homeless veterans with permanent, supportive, sustainable housing with services.

Sincerely,



Bruce Buckley
Chief Executive Officer

THE FIGHT DOESN'T END WHEN THEY GET HOME

290 MERRILL ROAD ★ PITTSFIELD, MA 01201
www.wesoldieron.org

AMENDED AND RESTATED OPERATING AGREEMENT FOR EOS-BITTERSWEET, LLC
JUNE 2019

A Manager-Managed Limited Liability Company

This Amended Limited Liability Company Agreement of EOS-BITTERSWEET LLC, a Massachusetts limited liability company (the "**Company**"), entered into as of June 28, 2019 by and among the Company and the Members executing this Agreement as of the date hereof and each other Person who after the date hereof becomes a Member of the Company and becomes a party to this Agreement by executing a Joinder Agreement.

RECITALS

WHEREAS, the Company was formed under Massachusetts General Laws, Chapter 156C by the filing of a Certificate of Organization with the Secretary of State of the Commonwealth of Massachusetts on May 15, 2019;

WHEREAS, on June 11, 2019 through the Managers, Suehiko Ono of EOS Farm LLC, with Ann L. Archey, and David E. Halley of BERKSHIRE BITTERSWEET FARM, LLC, executed the EOS-BITTERSWEET LLC LIMITED LIABILITY COMPANY AGREEMENT. These individuals and/or business entities shall be known as and referred to as "Members" and individually as a "Member."

WHEREAS, EOS Cultivation LLC, a single-owner LLC, wholly-owned by EOS Farm LLC, a Limited Liability Company formed under Massachusetts General Laws, Chapter 156C on August 18, 2018, entered into the EOS-BITTERSWEET LLC LIMITED LIABILITY COMPANY AGREEMENT, executed on June 11, 2019, wishes to transfer membership in the Company to EOS Farm LLC, and shall not change any other material term or condition of the EOS-BITTERSWEET LLC LIMITED LIABILITY COMPANY AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this Amended Agreement sets forth the understanding of the Members and the Manager(s) regarding their respective rights, obligations and duties with respect to the Company and its business, management and operations, and is intended to constitute the "operating agreement" of the LLC within the meaning of Massachusetts General Laws, Chapter 156C, Section 2.

As of this date the Members, through their Managers, Suehiko Ono, Ann L. Archey, and David E. Halley, have formed the EOS-BITTERSWEET Limited Liability Company named above under the laws of the Commonwealth of Massachusetts. Accordingly, in consideration of the conditions contained herein, they agree as follows:

ARTICLE I

Company Formation and Registered Agent

1.1 FORMATION. The Members hereby form a Limited Liability Company ("Company") subject to the provisions of Massachusetts General Laws, Chapter 156C as currently in effect as of this date. A Certificate of Formation shall be filed with the Secretary of State.

1.2 NAME. The name of the Company shall be: EOS-Bittersweet, L.L.C.

1.3 REGISTERED OFFICE AND AGENT. The location of the registered office of the Company shall be:

Suehiko Ono
68 Dalton Avenue
Pittsfield, MA 01201

AMENDED AND RESTATED OPERATING AGREEMENT FOR EOS-BITTERSWEET, LLC
JUNE 2019

(a) Vote by Members whose capital interest as defined in Article 2.2 exceeds 90% percent vote for dissolution; or

(b) Any event which makes it unlawful under the laws of the Commonwealth of Massachusetts for the business of the Company to be carried on by the Members; or

(d) Any other event causing a dissolution of a Limited Liability Company under the laws of the Commonwealth of Massachusetts.

1.5 CONTINUANCE OF COMPANY. Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(a), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(a). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6 BUSINESS PURPOSE. The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed under the Limited Liability statutes of the Commonwealth of Massachusetts.

1.7 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company shall be:

973 Barker Road
Pittsfield, MA 01201

or at such other place as the Managers from time to time select.

1.8 THE MEMBERS. The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.

1.9 ADMISSION OF ADDITIONAL MEMBERS. Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

ARTICLE 2
Capital Contributions

2.1 INITIAL CONTRIBUTIONS. The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement.

2.2 ADDITIONAL CONTRIBUTIONS. Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE 3
Profits, Losses and Distributions

3.1 PROFITS/LOSSES. For tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 DISTRIBUTIONS. Beginning one year after commencing operations, The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available allocated in the following priority:

AMENDED AND RESTATED OPERATING AGREEMENT FOR EOS-BITTERSWEET, LLC
JUNE 2019

1. Property taxes
2. Labor costs
3. All city and state licenses
4. All sales taxes, including Adult-Use of Marijuana related taxes
5. Utilities
6. Operating Expenses (includes 5% management fee and reimbursements for out-of-pocket expenses.)
7. Future CAPEX and Operating Expenses, including but not limited to construction of a light-deprivation greenhouse in year 2 of operations.
8. Fixed payment to EOS Farm LLC in an amount that is equal to 200% of all cash and in-kind contributions over 5 years, which starts 12 twelve months after the first revenue.
9. To the Members in proportion to each Member's relative capital interest.

Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE 4
Management

4.1 MANAGEMENT OF THE BUSINESS. The name and place of residence of each Manager is attached as Exhibit B of this Agreement. By a vote of the Members holding a majority of the capital interests in the Company, as set forth in Exhibit A as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one.

4.2 MEMBERS. The liability of the Members shall be limited as provided under the laws of the Massachusetts Limited Liability statutes. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.

4.3 POWERS OF MANAGERS. The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the prepayment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

4.4 NOMINEE. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee

AMENDED AND RESTATED OPERATING AGREEMENT FOR EOS-BITTERSWEET, LLC
JUNE 2019

agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.5 COMPANY INFORMATION. Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.

4.6 EXCULPATION. Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.

4.7 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.8 RECORDS. The Managers shall cause the Company to keep at its principal place of business the following:

- (a) a current list in alphabetical order of the full name and the last known street address of each Member;
- (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
- (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (d) copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE 5
Compensation

5.1 MANAGEMENT FEE. The Manager(s) shall receive a management fee of 5%, collectively in aggregate, of gross annual revenues.

5.2 REIMBURSEMENT. The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE 6
Bookkeeping

6.1 BOOKS. The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year. Members shall be entitled to inspect the books of the Company at any time.

6.2 MEMBER'S ACCOUNTS. The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

AMENDED AND RESTATED OPERATING AGREEMENT FOR EOS-BITTERSWEET, LLC
JUNE 2019

- (a) any additional capital contribution made by him/her;
- (b) credit balances transferred from his distribution account to his capital account; and decreased by:
- (a) distributions to him/her in reduction of Company capital;
- (b) the Member's share of Company losses if charged to his/her capital account.

6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE 7
Transfers

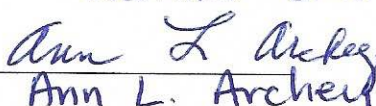
7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the Massachusetts Limited Liability statutes, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

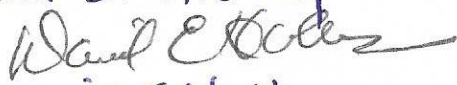
Notwithstanding the foregoing, Members shall be permitted to assign their interest in the Company to their immediate family members, including children, without the need to comply with the provisions of this Section. Transferees shall be subject to the remaining provisions of this Operating Agreement.

7.2 **CONFIDENTIALITY / NON-DISCLOSURE.** This Agreement is being signed with the understanding that neither party will disclose this transaction, including the name of the parties involved, consideration amount, or business information to any third party unless the definitive agreements are signed and executed.

Signed and Agreed this 28 day of April 2019.

Member 
Suchiko Ono

Member 
Ann L. Archey

Member 
David E. Halley

AMENDED AND RESTATED OPERATING AGREEMENT FOR EOS-BITTERSWEET, LLC
JUNE 2019

BITTERSWEET-EOS, L.L.C.
EXHIBIT 1: LISTING OF MANAGERS

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

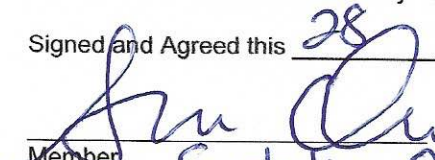
Suehiko Ono
15 Charisma Drive
Pittsfield, MA 01201

John Song
68 Dalton Avenue
Pittsfield, MA 01201


The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this 28 day of June, 2019.


Member


Suehiko Ono

Member


Ann L. Archey

Member


DAVID E. HALLEY

AMENDED AND RESTATED OPERATING AGREEMENT FOR EOS-BITTERSWEET, LLC
JUNE 2019

EOS-BITTERSWEET L.L.C. OPERATING AGREEMENT
EXHIBIT 2: LISTING OF MEMBERS

As of the 28th day of June, 2019 the following is a list
of Members of the Company:

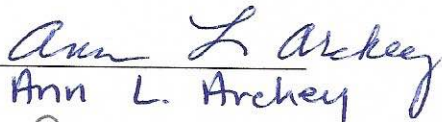
NAME:	ADDRESS:
EOS Farm, LLC	68 Dalton Avenue Pittsfield, MA 01201
David E. Halley	973 Barker Road Pittsfield, MA 01201
Ann L. Archey	30 Salisbury Court Pittsfield, MA 01201

Authorized by Member(s) to provide Member Listing as of this 28 day of June, 2019

Member


Suehiko Ono

Member


Ann L. Archey

Member


David E. Halley

AMENDED AND RESTATED OPERATING AGREEMENT FOR EOS-BITTERSWEET, LLC
JUNE 2019

CAPITAL CONTRIBUTIONS AND PERCENTAGE INTERESTS

*******NOTE: THESE PERCENTAGE INTERESTS AND COSTS ARE ESTIMATES AND ARE SUBJECT TO CHANGE AFTER AN ACCURATE ACCOUNTING OF ACTUAL STARTUP COSTS*******

After an accounting of the actual EOS-Bittersweet startup costs for the operation at 973 Barker Road in Pittsfield, each party shall own a percentage interest in the Company equal to a fraction, the denominator of which is the total project cost (including land);

And the numerator for each respective party shall be:

Halley and Archey contribution of a 99-year lease for the property (\$150,000 value) at 973 Barker Road in Pittsfield; Halley and Archey have the option, but not the obligation, to contribute cash and/or in-kind excavation and other site preparation.

EOS Farm LLC contribution of cash and in-kind startup costs (including 6mo operating capital).

For the first five years, EOS shall receive return of 200% (approx \$450k per year) of cash and in-kind contribution.

Beginning in year 6 or as soon as 200% of cash and in-kind capital return to EOS Farm LLC, the percentage interest of Halley and Archey (combined) shall increase by 300%, except that it shall not exceed 30% of the total capital interest in the Company.

SIGNED AND AGREED this 28 day of June, 2019.

Member


Suehiko Ono

Member


ANN L. ARCHHEY

Member


DAVID E. HALLEY

A Manager-Managed Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (the Agreement) is made and entered into this 11th day of June, 2019 by the Managers, John Song and Suehiko Ono, and EOS Cultivation LLC, BERKSHIRE BITTERSWEET FARM, LLC, and each individual or business entity later subsequently admitted to the Company. These individuals and/or business entities shall be known as and referred to as "Members" and individually as a "Member."

As of this date the Members, through their Managers, Suehiko Ono, Ann L. Archey, and David E. Halley, have formed the EOS-BITTERSWEET Limited Liability Company named above under the laws of the Commonwealth of Massachusetts. Accordingly, in consideration of the conditions contained herein, they agree as follows:

ARTICLE I
Company Formation and Registered Agent

1.1 FORMATION. The Members hereby form a Limited Liability Company ("Company") subject to the provisions of Massachusetts General Laws, Chapter 156C as currently in effect as of this date. A Certificate of Formation shall be filed with the Secretary of State.

1.2 NAME. The name of the Company shall be: EOS-Bittersweet, L.L.C.

1.3 REGISTERED OFFICE AND AGENT. The location of the registered office of the Company shall be:

Suehiko Ono
68 Dalton Avenue
Pittsfield, MA 01201

1.4 TERM. The Company shall continue perpetually unless dissolved by the following:

- (a) Vote by Members whose capital interest as defined in Article 2.2 exceeds 90% percent vote for dissolution; or
- (b) Any event which makes it unlawful under the laws of the Commonwealth of Massachusetts for the business of the Company to be carried on by the Members; or
- (d) Any other event causing a dissolution of a Limited Liability Company under the laws of the Commonwealth of Massachusetts.

1.5 CONTINUANCE OF COMPANY. Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(a), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(a). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6 BUSINESS PURPOSE. The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed under the Limited Liability statutes of the Commonwealth of Massachusetts.

1.7 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company shall be:

973 Barker Road
Pittsfield, MA 01201

or at such other place as the Managers from time to time select.

1.8 THE MEMBERS. The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.

1.9 ADMISSION OF ADDITIONAL MEMBERS. Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

ARTICLE 2

Capital Contributions

2.1 INITIAL CONTRIBUTIONS. The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement.

2.2 ADDITIONAL CONTRIBUTIONS. Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE 3

Profits, Losses and Distributions

3.1 PROFITS/LOSSES. For tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 DISTRIBUTIONS. Beginning one year after commencing operations, The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available allocated in the following priority:

1. Property taxes
2. Labor costs
3. All city and state licenses
4. All sales taxes, including Adult-Use of Marijuana related taxes
5. Utilities
6. Operating Expenses (includes 5% management fee and reimbursements for out-of-pocket expenses.)
7. Future CAPEX and Operating Expenses, including but not limited to construction of a light-deprivation greenhouse in year 2 of operations.
8. Fixed payment to EOS Cultivation LLC in an amount that is equal to 200% of all cash and in-kind contributions over 5 years, which starts 12 twelve months after the first revenue.
9. To the Members in proportion to each Member's relative capital interest.

Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE 4

Management

4.1 MANAGEMENT OF THE BUSINESS. The name and place of residence of each Manager is attached as Exhibit B of this Agreement. By a vote of the Members holding a majority of the capital interests in the Company, as set forth in Exhibit A as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one.

4.2 MEMBERS. The liability of the Members shall be limited as provided under the laws of the Massachusetts Limited Liability statutes. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.

4.3 POWERS OF MANAGERS. The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the prepayment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

4.4 NOMINEE. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.5 COMPANY INFORMATION. Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.

4.6 EXCULPATION. Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.

4.7 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.8 **RECORDS.** The Managers shall cause the Company to keep at its principal place of business the following:

- (a) a current list in alphabetical order of the full name and the last known street address of each Member;
- (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
- (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (d) copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE 5 Compensation

5.1 **MANAGEMENT FEE.** The Manager(s) shall receive a management fee of 5%, collectively in aggregate, of gross annual revenues.

5.2 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE 6 Bookkeeping

6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year. Members shall be entitled to inspect the books of the Company at any time.

6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

- (a) any additional capital contribution made by him/her;
 - (b) credit balances transferred from his distribution account to his capital account;
- and decreased by:
- (a) distributions to him/her in reduction of Company capital;
 - (b) the Member's share of Company losses if charged to his/her capital account.

6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE 7 Transfers

7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the Massachusetts Limited Liability statutes, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

JUNE 2019

Notwithstanding the foregoing, Members shall be permitted to assign their interest in the Company to their immediate family members, including children, without the need to comply with the provisions of this Section. Transferees shall be subject to the remaining provisions of this Operating Agreement.

7.2 CONFIDENTIALITY / NON-DISCLOSURE. This Agreement is being signed with the understanding that neither party will disclose this transaction, including the name of the parties involved, consideration amount, or business information to any third party unless the definitive agreements are signed and executed.

Signed and Agreed this 11 day of **June** 2019

Member David E. Keller

Member Amy L. McKee

member Joe Ocho

JUNE 2019

BITTERSWEET-EOS, L.L.C.
EXHIBIT 1: LISTING OF MANAGERS

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

Suehiko Ono
15 Charisma Drive
Pittsfield, MA 01201

John Song
68 Dalton Avenue
Pittsfield, MA 01201

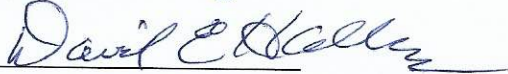
The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this 15 day of June, 2019.

Member


Suehiko Ono

Member


David E. Hallen

Member


Ann L. Arkey

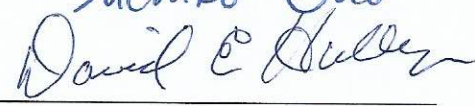
EOS-BITTERSWEET L.L.C. OPERATING AGREEMENT
EXHIBIT 2: LISTING OF MEMBERS

As of the 11 day of June, 2019 the following is a list
of Members of the Company:

NAME:	ADDRESS:
EOS Cultivation, LLC	68 Dalton Avenue Pittsfield, MA 01201
David E. Halley	973 Barker Road Pittsfield, MA 01201
Ann L. Archey	30 Salisbury Court Pittsfield, MA 01201

Authorized by Member(s) to provide Member Listing as of this 11 day of June, 2019


Member


Member


Member

CAPITAL CONTRIBUTIONS AND PERCENTAGE INTERESTS

*******NOTE: THESE PERCENTAGE INTERESTS AND COSTS ARE ESTIMATES AND ARE SUBJECT TO CHANGE AFTER AN ACCURATE ACCOUNTING OF ACTUAL STARTUP COSTS*******

After an accounting of the actual EOS-Bittersweet startup costs for the operation at 973 Barker Road in Pittsfield, each party shall own a percentage interest in the Company equal to a fraction, the denominator of which is the total project cost (including land);

And the numerator for each respective party shall be:

Halley and Archey contribution of a 99-year lease for the property (\$150,000 value) at 973 Barker Road in Pittsfield; Halley and Archey have the option, but not the obligation, to contribute cash and/or in-kind excavation and other site preparation.

EOS Cultivation LLC contribution of cash and in-kind startup costs (including 6mo operating capital).

For the first five years, EOS shall receive return of 200% (approx \$450k per year) of cash and in-kind contribution.

Beginning in year 6 or as soon as 200% of cash and in-kind capital return to EOS Cultivation LLC, the percentage interest of Halley and Archey (combined) shall increase by 300%, except that it shall not exceed 30% of the total capital interest in the Company.

SIGNED AND AGREED this 11 day of June, 2019.

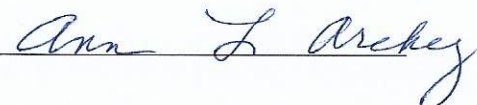
Member


Suehita Owa

Member


David E. Hallen

Member


Ann L. Archey



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: 0013838731. The exact name of the limited liability company is: EOS-BITTERSWEET LLC

2a. Location of its principal office:

No. and Street: 973 BARKER ROAD
City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

No. and Street: 68 DALTON AVENUE
City or Town: PITTSFIELD State: MA Zip: 01201 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:

REAL ESTATE DEVELOPMENT, AND TO ENGAGE IN ANY LAWFUL ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED IN THE COMMONWEALTH OF MASSACHUSETTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: SUEHIKO ONO
No. and Street: 68 DALTON AVENUE
City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

I, SUEHIKO ONO 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	SUEHIKO ONO	68 DALTON AVENUE PITTSFIELD, MA 01201 USA
MANAGER	KOE JU JOHN SONG	68 DALTON AVENUE PITTSFIELD, MA 01201 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	SUEHIKO ONO	68 DALTON AVENUE PITTSFIELD, MA 01201 USA
REAL PROPERTY	KOE JU JOHN SONG	68 DALTON AVENUE PITTSFIELD, MA 01201 USA

9. Additional matters:

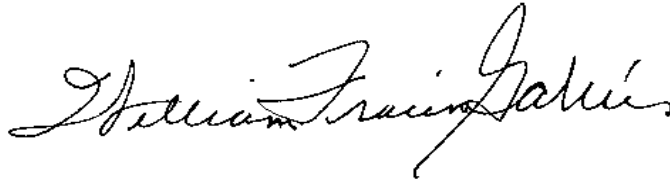
SIGNED UNDER THE PENALTIES OF PERJURY, this 15 Day of May, 2019,
SUEHIKO ONO

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

THE COMMONWEALTH OF MASSACHUSETTS

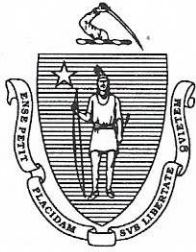
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

May 15, 2019 01:08 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

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

May 20, 2019

TO WHOM IT MAY CONCERN:

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

EOS-BITTERSWEET LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 15, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are:
SUEHIKO ONO, KOE JU JOHN SONG

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **SUEHIKO ONO, KOE JU JOHN SONG**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **SUEHIKO ONO, KOE JU JOHN SONG**



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

William Francis Galvin

Secretary of the Commonwealth



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1097325440
Notice Date: June 13, 2019
Case ID: 0-000-474-999



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SUEHIKO ONO
EOS-BITTERSWEET LLC
973 BARKER RD
PITTSFIELD MA 01201-8019

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

EOS-BITTERSWEET LLC

MCN281338

NOTICE: ADDITIONAL INFORMATION REQUIRED | OCT 08, 2019

MANAGEMENT AND OPERATIONS PROFILE PACKET

Question 1. Massachusetts Business Information (ByLaws)

Note: The Articles of Organization list Ann Archey and David Halley as Managers of EOS-Bittersweet LLC. If they are to have direct or indirect control over the establishment they must be listed as an Individual with Direct or Indirect Authority. If not, please provide a statement as to why.

RESPONSE: ANN ARCHEY and DAVID HALLEY are not managers of EOS-BITTERSWEET LLC. ANN ARCHEY and DAVID HALLEY are equal partners in BERKSHIRE BITTERSWEET LLC, a Massachusetts limited liability company. BERKSHIRE BITTERSWEET LLC is an investor (less than 10% financial and control interest) in EOS-BITTERSWEET LLC. The managers of EOS-BITTERSWEET LLC are SUEHIKO D. ONO and KOE JU JOHN SONG. Hence, ANN ARCHEY and DAVID HALLEY do not have direct or indirect control over the establishment.

ANN ARCHEY and DAVID HALLEY are joint investors in BERKSHIRE BITTERSWEET FARM LLC, an investor that is supplying the land as a less than 10% in-kind capital commitment for EOS-BITTERSWEET LLC.



January 30, 2019

Suehiko Ono
EOS Farms LLC
68 Dalton Ave
Pittsfield, MA 01201

Suehiko,

Per our discussions, Charles River Insurance Brokerage, has agreed to procure on behalf of EOS Farms, insurance pursuant to the statutory requirements of 935 CMR 500.105(10). This includes, but not limited to the following:

- General Liability limits for no less than \$1,000,000 per occurrence/ \$2,000,000 aggregate. The deductible will be no higher than \$5,000 per occurrence.

We have approached several insurance markets and are very confident that we will obtain coverage for EOS Farms.

If you have any questions, please let me know. I look forward to working with you.

Sincerely,

Ellen Bohn Gitlitz

Executive Vice President

508-656-1490

ebohn@charlesriverinsurance.com

EOS BITTERSWEET LLC

AN AFFILIATE OF EOS FARM LLC



BUSINESS PLAN

OCTOBER 2019

EXECUTIVE SUMMARY

ESTABLISHMENT OVERVIEW

1. Name of the Marijuana Establishment:
EOS-BITTERSWEET LLC
2. Address of the Marijuana Establishment:
973 BARKER ROAD, PITTSFIELD, MA 01201
3. Type of final license(s) sought (if cultivation, its tier level and outside/inside operation):
CULTIVATION TIER 10 - OUTSIDE
CULTIVATION TIER 2 - INSIDE

LICENSING OVERVIEW

4. The licensee was granted a Host Community Agreement from the City of Pittsfield in July 2019

Company Description

EOS-Bittersweet LLC is an exciting joint venture between EOS Farm LLC and Berkshire Bittersweet Farm LLC.

EOS Farm LLC and EOS-Bittersweet LLC are certified Minority Business Entities.

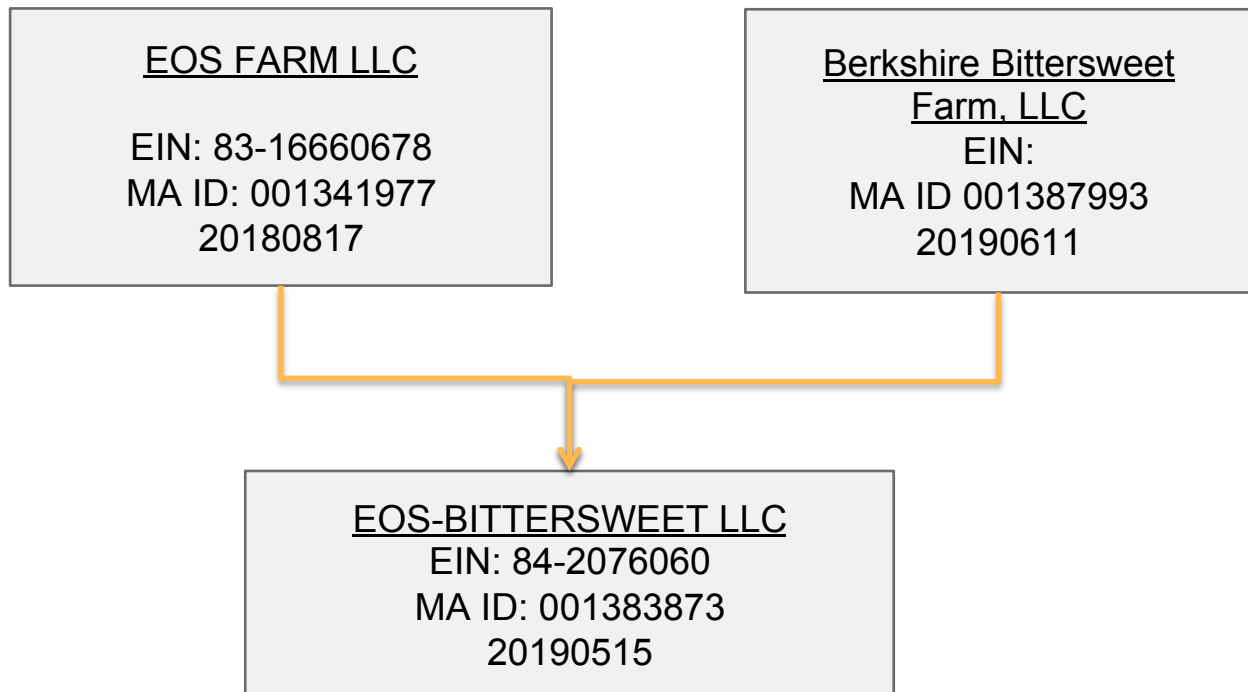
Berkshire Bittersweet Farm LLC is a Pittsfield, MA. Entity The owners of Berkshire Bittersweet Farm LLC are also the owners and operators of Bittersweet Farm, an organic farm in Pittsfield, MA. Berkshire Bittersweet Farm LLC is providing the land from Bittersweet Farm and human capital to the joint venture.

EOS Farm LLC will provide the capital as well as operational expertise which includes: cultivation, compliance, financial, and security experience to EOS-Bittersweet LLC. The managers of EOS Farm LLC will concurrently be the managers for EOS-Bittersweet LLC.

EOS Farm LLC is a grass roots company striving to become a vertically integrated, adult-use cannabis firm based in Pittsfield, MA. EOS Farm LLC is bootstrapping in order to become the premier locally owned and operated adult-use cannabis firm.

EOS Farm LLC will hold the highest standards for compliance, organic cultivation, profitability, and social equity. EOS Farm LLC will focus on sun and earth, organic cannabis products, with a special focus on small farmers, social equity, and the local community, wherein lies our competitive advantage. As EOS Farm LLC deeply understands the significant hurdles of raising capital, EOS Farm LLC has devised a program to finance local farmers to enter the adult-use cannabis market in Massachusetts: EOS-Bittersweet LLC is the first recipient of this financing! EOS Farm LLC intends to roll-out a program of financing to assist local Massachusetts farmers to enter the adult-use cannabis industry as a way to directly subsidize local food security, biodiversity, and social equity.

CORPORATE DIAGRAM



Market analysis

The Massachusetts market has a severe unbalance of demand to supply in the adult-use recreational cannabis market. The Pittsfield, MA market, as well as the Western Massachusetts market, likewise, has a similar market unbalance.

Organization and management

Suehiko David Ono and Koe Ju John Song founded the limited liability company, EOS Farm LLC, under the laws of the Commonwealth of Massachusetts.

Suehiko and John are the Managers of EOS-Bittersweet LLC.

K. John Song, Chairman, CEO, Chief Financial Officer, and Manager of EOS Bittersweet LLC, has originated and successfully exited over \$ 4 billion in special situations investments. John excels at structuring complex deals, with tax efficient strategies, and providing a compelling value proposition for all constituents, including government regulators, sellers, acquirers, and debt providers. John is also hyper focused on compliance issues and upholds the letter and spirit of compliance rules and regulations.

Prior to working in the investment field, John endured direct experience at the family retail shoe store, where he gained direct knowledge of retail sales and operations from the tender age of six years old. The family shoe stores were located in economically disadvantaged areas.

John graduated from the University of Chicago with an A.B. in Political Science and earned an M.B.A. from the Yale School of Management; he is a Certified Public Accountant.

Suehiko David Ono, Chief Operating Officer, General Counsel, and Co-Founder, and Manager of EOS Bittersweet LLC was born in Pittsfield, MA and moved to Pittsfield, MA in order to pursue the recreational cannabis industry. From November of 2009 through March of 2018, Suehiko worked as a real estate professional selling timeshare at Diamond Resorts International in Sedona, AZ. Suehiko successfully closed over \$20,000,000 in sales transactions over nine years, which shows his drive and excellence in daily oversight of operations and business activities.

Suehiko moved to Arizona to pursue studies in traditional Japanese martial arts. He worked as the business manager and an instructor for Exemplar LLC, which is an Arizona-based limited liability company providing training in combat and performance to professionals in law enforcement and the armed services. Suehiko honed his skills of setting comprehensive goals, designing and executing a business strategy, and promoting the culture amongst Exemplar's stakeholders.

Before moving to Arizona, Suehiko worked as an Associate Attorney in the New York office of the Chicago-based law firm, Winston & Strawn LLC.

Prior to that, he was the Farm Director at Cliffdale Farm at Teatown Lake Reservation, Ossining, NY (June 2002-June 2004). As Farm Director, Suehiko conceived, developed, and implemented all farm infrastructure and operations, including business planning, budget creation, grant writing, farm operations, physical farm layout, fencing, irrigation, excavation, soil preparation, crop

planning, and capital purchases. Suehiko also created and implemented the marketing structure, and managed all farm operations.

Suehiko received his training in ecological farming and horticulture first as a farm apprentice at Green Gulch Farm and Zen Center, Mill Valley, CA (May 1999- November 2001). He then went on to further his training at the Center for Agroecology and Sustainable Food Systems at U.C.S.C., Santa Cruz, CA (April – October 2001).

Suehiko is also hyper focused on compliance issues and upholds the letter and spirit of compliance rules and regulations.

Suehiko graduated from the Columbia University School of Law, NYC, JD (May 2007) and the State University of New York at Albany, B.A., Philosophy, summa cum laude (May 1999), Phi Beta Kappa.

Ann Archey, Director of Administration was born on August, 3, 1944 in Pittsfield, MA. Ann attended school in Pittsfield and graduated from Pittsfield High School. After a brief career at GE, she became a stay at home Mom, until her youngest daughter was in school. In 1977 Ann began her career preparing income tax returns. In 1984 she became part owner of Rodhouse Tax Service and in 1997 she became sole owner.

Matt Vivrett, the Head of Cultivation, leads the cultivation operations and coordinates closely with Suehiko Ono and John Song to insure the highest quality recreational cannabis is produced, harvested, and brought to market in a timely fashion.

Matt has over 28 years of sustainable, ecological, and organic farming experience in commercial vegetable and fruit gardens and orchards throughout Oregon, California, and New York. He has developed farms and acted as farm manager overseeing all production, marketing, and sales operations for more than 15 years. Matt has grown nearly every commercially viable crop on a production scale spanning various climates and growing conditions. He has also privately grown cannabis for over 20 years.

Matt has ten years of agricultural management experience, having worked on four different farms, with crews of up to 12 people. During this time Matt also taught many classes on farming. His first

work in agriculture was in 1990, when he was 18, working on my family's small organic farm, in the north country of Upstate New York. It was there that he first grew cannabis.

Matt has consistently cultivated a wide variety of notably exceptional food and medicine for over 20 years in a broad range of environments and climates, setting up new farms and efficiently growing and processing a multitude of crops is his specialty.

Matt is well regarded as a farmer, teacher, co-worker, manager, and community resident. He continues to work and hold good personal relationships with past co-workers, employees, students and community members.

Matt has a deep connection with the earth through his heritage. Matt has been growing cannabis off and on for 28 years, with a total of seven seasons of indoor and outdoor cannabis production on a scale similar to the EOS Farm initial venture. Matt is quite familiar with the cannabis species and its particular horticultural needs. With his extensive experience with farming and processing of many crops at scale, and with my exposure to cannabis farms and techniques in SW Oregon, it will be easy to transfer his focus and energy to the mass cultivation of cannabis.

Travis Facenda is the Head of Security. We also utilize security doors, video monitoring, wire fencing and employee training on theft detection, intrusion reaction and emergency response. We will contract with a third party security provider, in order to provide extra assurance. The armed guards monitor video feeds, secure the perimeter, admit visitors and monitor deliveries and shipments.

Travis served over 16 years of honorable and faithful service as a United States Marine as a Scout Sniper, Reconnaissance Marine, and US Marine Raider.

Travis' combat deployments include experience in Iraq, Afghanistan, and the Philippines in combat roles. Positions held in combat include Scout Sniper Team Leader, SOF advisor advising and training the Afghan Special Operations Kandak Commandos as well as leading them in combat, and Current Operations Chief at a Strategic Level Joint Special Operations Command.

Travis served three tours of duty as a certified platform instructor serving as a Scout Sniper Instructor in Quantico at the Scout Sniper Instructor School, 1st Special Operations Training Group Urban Sniper Instructor, and as the Chief Instructor of the MARSOC Advanced Sniper Course. Travis has twelve years of total and continuous sniper experience. He also has 5 years total experience as a Reconnaissance Marine, overlapping with 5 years total experience in the Special Operations Forces, serving as an element leader on a Marine Special Operations Team (MSOT), Team Operations Chief, Battalion Operations Chief, and Training Cell Instructor.

Travis is highly skilled in foreign military training and advising, small arms, heavy weapons systems, force protection, and site supervision. Trained to analyze the environment, Travis makes sound decisions and responds appropriately in any context for the successful management of personnel and equipment. Travis can apply all principles throughout the years learned managing personnel in any circumstances and undertaking any task.

Security

EOS will implement a security system, with monitoring and communications with the CCC, local law enforcement, and all regulators. EOS will implement security programs to prevent the diversion of any cannabis product. EOS believes that the foundation of security is based upon monitoring and reporting systems, and periodic internal audits. EOS will also institute a back-up security system. EOS will implement, train, and audit, security systems and personnel, in order to prevent any cannabis from diversion.

Compliance

EOS will implement a checks and balances system, with strong reporting and communications with the CCC, local law enforcement, and all regulators. EOS believes that the foundation of compliance is based upon reporting systems, and periodic internal audits.

EOS will implement, train, and audit, accounting and reporting systems mandated by the CCC, specifically, the seed to sale monitoring system, by METRC, and other third party systems that track every product, in order to prevent any cannabis from diversion.

Social Equity / Economic Empowerment

EOS intends to decrease the disparities in life outcomes for these individuals and improve the quality of life in areas of disproportionate impact: reduce barriers to entry in the commercial marijuana industry; provide professional and technical services and mentoring for businesses facing systemic barriers; and promote sustainable, socially and economically reparative practices in the commercial marijuana industry in Massachusetts.

EOS intends to train persons from the local Pittsfield area, an area of disproportionate impact, and increase their technical and managerial skillset so that they can become equity unit holders and partners in our expanding company.

EOS strongly believes in Economic Empowerment. EOS can demonstrate some of the following criteria:

- John Song who is a Managing Member of EOS Farm LLC and EOS Bittersweet LLC was formerly a Vice-President of Newrich Group, Inc., which was a retail family shoe store based on East Broad Street of Richmond, Virginia, serving the population of Jackson Ward, where the primary population served were disproportionately impacted. John Song led programs to train and educate staffers for advanced positions within the greater workforce.
- Suehiko Ono the other Managing Member of EOS Farm LLC and EOS Bittersweet LLC resides in Pittsfield, MA, which is an area of disproportionate impact. EOS Farm LLC intends to increase and/or maintain our workforce to Pittsfield residents to 75% by first day of business;
- EOS seeks employees or sub-contractors who have drug-related CORI, but are otherwise legally employable in a cannabis-related enterprise;

- EOS is actively seeking potential unit holder individuals from Black, African American, Hispanic, or Latino descent;
- John Song, a significant equity unit holder of EOS can demonstrate significant past experience in or business practices that promote economic empowerment in areas of disproportionate impact. John Song was committed to working with his staffers to increase their skill set, earn GEDs, and further themselves in the greater workforce. John Song also engaged entrepreneurs from the community to work in conjunction in organizational and distribution for major product lines.

Marketing and sales

EOS will reach compliant license holding manufacturers and retailers to sell its cannabis flower and biomass. EOS will implement its compliant delivery vehicle and system to execute the delivery.

We will sell in bulk and in consumer packaged products.

Financial projections

EOS intends to sell its product to its own vertically integrated retail and manufacturing facilities located at 68 Dalton Avenue Pittsfield, MA, as well as licensed, third party retailers and manufacturers.

In year 1 we expect to receive a provisional license by December 2019 and a final license by March of 2020. In year 1, we expect to have an outdoor crop from our outdoor cultivation that will produce some flower and biomass in September and October of 2020. For subsequent years, we expect our harvest supply to become more abundant with a settling of prices but steady tax revenue for the Commonwealth of Massachusetts and the City of Pittsfield.

Appendix

Financial Forecast

Period	<u>Y1</u>	<u>Y2</u>	<u>Y3</u>	<u>Y4</u>	<u>Y5</u>
Date	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
FORECAST CULTIVATION BASE CASE					
REVENUE					
EXTRACT					
Pounds	3,000	4,000	6,000	7,500	10,000
Price	\$ 1,000	\$ 750	\$ 500	\$ 450	\$ 350
EXTRACT SALES	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,375,000	\$ 3,500,000
REVENUE TOTAL	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,375,000	\$ 3,500,000
COST OF GOODS SOLD					
Production Costs	\$ 153,351	\$ 153,351	\$ 153,351	\$ 153,351	\$ 153,351
Labor Costs	\$ 731,427	\$ 764,673	\$ 764,673	\$ 764,673	\$ 764,673
COST OF GOODS SOLD	\$ 884,777	\$ 918,024	\$ 918,024	\$ 918,024	\$ 918,024
GROSS PROFIT	\$ 2,115,223	\$ 2,081,976	\$ 2,081,976	\$ 2,456,976	\$ 2,581,976
OPERATING EXPENSES					
Lease	\$ -	\$ -	\$ -	\$ -	\$ -
Security & Compliance	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Banking Fees	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Internet	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
Insurance	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Other	\$ -	\$ -	\$ -	\$ -	\$ -
Data tracking	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000
Surety Bond	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Pittsfield Impact Fee	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
CCC Annual License Fee	\$ 11,250	\$ 11,250	\$ 11,250	\$ 11,250	\$ 11,250
OPERATING EXPENSES	\$ 270,750	\$ 270,750	\$ 270,750	\$ 270,750	\$ 270,750
OPERATING PROFIT	\$ 1,844,473	\$ 1,811,226	\$ 1,811,226	\$ 2,186,226	\$ 2,311,226

EOS BITTERSWEET LLC

An EOS FARM LLC Subsidiary

RESTRICTION OF ACCESS TO AGE 21 OR OLDER STANDARD OPERATING PROCEDURES SUMMARY

EOS BITTERSWEET LLC, a subsidiary of EOS Farm LLC, ("EOS") shall comply with 935 CMR 500 et al, as amended, in order to prevent access to any person under 21 years old, or any other unauthorized person, as well as to protect employees, consumers, and the general public in connection with EOS-BITTERSWEET LLC (the "Company") marijuana establishment ("ME") operations.

GOAL

The Company strives

- to reduce the number of incidents where restricted persons gained access to the ME, as well as
- to protect employees, consumers, and the general public.

PLAN

The EOS cultivation establishment shall be completely surrounded by a security fence with surveillance cameras in accordance with 935 CMR 500.110, and shall limit access to only persons age 21 years or older.

All Company Agents shall be responsible for following these policies and procedures. As required by law, All Company Agents shall be at least 21 years or older. All Company Agents shall carry on their persons current Agent Cards issued by the Commission.

At a minimum, the Company shall require:

1. A manager on duty to monitor and record access, entry, stay, and exit to the ME.
 - a. The manager will verify government issued identification for all persons attempting to access the ME.
 - b. The manager will record each person's name, identification card, and time entered into and exited from the ME on a record sheet, which will be with the manager at all times.
2. All employees will show their Agent Cards upon entering the ME.

EOS RESTRICTING ACCESS TO AGE 21 AND OLDER
SOP SUMMARY

3. All visitors will show a government issued identification card
 - a. If the visitor has access to the ME, the visitor will sign the record sheet when entering into and exiting from the ME.
 - b. While on the ME premises a visitor must carry a visitor pass at all times and return the visitor pass when exiting.
4. Only designated specific Company Agents shall be authorized to issue any visitor passes.
5. The Agent issuing a visitor pass shall positively identify each person entering the establishment using only state or federally issued photo-ID. No person shall be permitted to enter the ME premises before first presenting such ID by a Company Agent who is authorized to issue a visitor pass.
6. Verify the age of the customer using the state or federally issued photo-ID at the point of sales before processing the sales transaction.
7. All visitors to be accompanied by a Company Agent at all times the visitor is on the premises.

MEASUREMENT

EOS will perform spot checks and review records.

- Spot checks: EOS management will perform spot checks where the Record Sheet and the manager on duty will be reviewed as well as the personnel within the ME.
- Review - Record Sheet: EOS management will review and confirm that Record Sheets will be catalogued and stored each day for weekly, monthly, quarterly, and annual reviews.

The Company will measure the success of this plan using the following metrics:

1. The number of days without incidents where restricted persons gained access;
2. Spot checks - internal audits
3. The managers in charge when incidents occurred.

EOS BITTERSWEET LLC

An EOS FARM LLC Subsidiary

EMPLOYEE QUALIFICATIONS & TRAINING STANDARD OPERATING PROCEDURES SUMMARY

EOS BITTERSWEET LLC, a subsidiary of EOS Farm LLC, ("EOS" or the "Company") has developed a cultivation methodology based on over 30 years of organic and sustainable agricultural experience. EOS shall comply with 935 CMR 500.105 and all applicable laws.

GOAL

The Company's goal is

- to hire qualified individuals with the requisite character traits and
- to train them in this cultivation method to operate in a safe and compliant manner.

All marijuana establishment agents shall 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 ("Agent"), and at a minimum, every Agent shall complete within 90 days of hiring the Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, Agents shall receive eight hours of on-going training annually.

PLAN

Employee Qualifications

The Company intends to hire and train all of the necessary staff for the cultivation facility, including, but not limited to the following:

(1) Master Grower.

The Master Grower is in charge of overseeing the overall grow operation for all indoor, greenhouse, and outdoor cultivation. He/she maintains the environment for the indoor grow container room and trains others to do the job while he/she is away. The Master Grower is responsible for maintaining the schedule and ensuring the method is followed

according to specs and protocols as set forth by EOS-BITTERSWEET LLC. The Master Grower shall be responsible for maintaining daily detailed records that document changes in nutrients, environmental conditions, pests, disease, and lighting, for future reference, guidance, and consistency. The Master Grower shall manage and responsible for all day-to-day cultivation operations, including daily monitoring and management for cultivation, nutrition, irrigation, pests, and disease.

The Company prefers but does not require 3 years of industry cultivation experience.

(2) Assistant Grower/Cultivation Supervisor

The Assistant Grower/Cultivation Supervisor oversees the cultivation staff. He/She acts as head grower whenever the Master Grower is unavailable. He/She is the equivalent of an understudy – he/she must know everything the Master Grower knows, maintain the day to day operations of the cultivation site, and train the remainder of the crew.

(3) Inventory Manager

The Inventory Manager is in charge of keeping an accurate inventory of all cannabis products in the cultivation facility as well as setting up orders for materials and purchasing or selling marijuana and marijuana products.

The Company prefers but does not require inventory experience from another industry, usually food service or retail.

(4) General Cultivation Staff

The General Cultivation Staff ("GCS") shall be trained to do everything from mixing potting mix, potting plants, cloning, pruning, trellising, harvesting, and watering plants, disposing of waste material, to trimming harvested flower, packaging it for sale, and recording inventory and waste for the Company's marijuana tracking and reporting system required by the Adult Use Regs.

The GCS is also responsible for preparing raw material for curing. This entails cutting the buds off the branches and getting them ready for the Master Grower to cure.

The Company will look for the following qualifications:

1. Honesty, Integrity, and Growth-mindset.
2. Self-motivated and able to work in a team.
3. Organizational Skills.

4. Ability to perform rigorous and repetitive manual labor.
5. 21 years of age or older.
6. Ability to pass a background check with no prohibited criminal offenses in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority;
7. Suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802. However, no one shall be excluded from employment solely on the basis of offenses related to possession of controlled substances under M.G.L. c. 94C Section 34, or an equivalent conviction in another jurisdiction.
8. Some horticulture, gardening, and/or farming experience preferred, but not required.

Training Upon Hiring

1. Orientation to company culture and policies.
2. Diversity
3. Positive Impact Plan
4. Within 90 days of hiring, Responsible Vendor Program as required by 935 CMR 500.105(2)(b).
5. Security and workplace safety training.
6. Record keeping and compliance training.
7. Technical training
 - a. Planting
 - b. Trellising
 - c. Pruning
 - d. Harvesting
 - e. Trimming
 - f. Packaging & inventory
 - g. Waste disposal and Composting plant: health, pest, disease monitoring

On-going Training

8. Annual Responsible Vendor Program as required by 935 CMR 500.105(2)(b) prior to each employee's hiring anniversary date.
9. Quarterly record keeping and compliance training.
10. Quarterly Security training.
11. Quarterly Technical training.
 - a. Soil science and microbiology

- b. Nutrient balancing
- c. Irrigation
- d. Botany/Horticulture
- e. Composting

MEASUREMENTS

The Company will measure the success of this plan using the following metrics:

1. The number of completed hours of training.
2. The number and type of completed training sessions.
3. The number of employees that complete the annual skills assessment.

EOS BITTERSWEET LLC

An EOS FARM LLC Subsidiary

MAINTENANCE OF FINANCIAL RECORDS STANDARD OPERATING PROCEDURES SUMMARY

GOAL

EOS BITTERSWEET LLC, a subsidiary of EOS Farm LLC, ("EOS" or the "Company") shall comply with relevant state and local law, including but not limited to 935 CMR 500.105(9), regulating Company records in a manner that does not endanger the Company's proprietary and private information, or public health and safety.

Each Agent of the Company Cultivation Team ("CT") shall be required to follow these policies and procedures.

The Company will meticulously maintain financial records in accordance with generally accepted accounting principles ("GAAP") when appropriate and in a confidential and secure fashion. The documentation and financial record-keeping SOPs will satisfy all statutory compliance requirements and enable the Company to report required information to the Cannabis Control Commission (the "Commission") and maintain complete transparency to anyone with a financial interest in the Company while maintaining privacy and security of proprietary information.

PLAN

As required by 935 CMR 500.105(9), all records will be accessible to the Commission and local law enforcement upon request.

Records will be stored on a secure server in the limited-access security room in the cultivation facility; additionally, records shall be securely backed up on an encrypted remote cloud-based server. A backup will be possible over cellular connections in case of internet failure.

The Company will scan paper documents daily and upload them to the secure servers; all paper records containing sensitive or confidential information will be stored in a limited access area in locked file cabinets. Actions taken by agents to access and/or modify records will be tracked and accessible to management and the Commission.

The Company's inventory control software will keep detailed, encrypted and remotely backed-up records for all aspects of inventory movement, including testing, transport, and distribution.

Written records that are required and are subject to inspection include, but are not necessarily limited to:

1. Inventory records as required by 935 CMR 500.105(8);
2. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
3. Business records, which shall include manual or computerized records of:
 - a. Assets and liabilities;
 - b. Detailed Profit and Loss statements;
 - c. Monetary transactions;
 - d. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - e. Sales records including the quantity, form, and cost of marijuana products; and
 - f. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the Company.
4. In the event the Company ceases business operations, the Company shall keep all records for at least two years at the expense of the Company and in a form and location acceptable to the Commission.

The Company shall maintain financial records according to the following timelines:

Record Type	Retention Period
Accounts Payable ledgers and schedules	7 years
Accounts Receivable ledgers and schedules	7 years
Annual Audit Reports and Financial Statements	Permanent
Annual Audit Records, including work papers and other documents that relate to the audit	7 years after completion of audit
Annual Plans and Budgets	2 years
Bank Statements and Canceled Checks	7 years
Employee Expense Reports	7 years
General Ledgers	Permanent

Interim Financial Statements	7 years
Notes Receivable ledgers and schedules	7 years
Investment Records	7 years after the sale of investment
Credit card records (documents showing customer credit card number)	2 years

Employee Deduction Authorizations	4 years after termination
Payroll Deductions	Termination + 7 years
W-2 and W-4 Forms	Termination + 7 years
Garnishments, Assignments, Attachments	Termination + 7 years

Labor Distribution Cost Records	7 years
Payroll Registers (gross and net)	7 years
Time Cards/Sheets	2 years
Unclaimed Wage Records	6 years

MEASUREMENT

The Company will measure the success of this plan using the following metrics:

EOS will perform spot checks and review records. EOS will record the number of files properly retained.

1. The number of filing records that match current physical files.
2. The number of files accurately catalogued and stored.
1. The number of documents that have been stored securely and compliantly within the appropriate time frame.

EOS BITTERSWEET LLC

An EOS FARM LLC Subsidiary

QUALITY CONTROL STANDARD OPERATING PROCEDURES SUMMARY

EOS BITTERSWEET LLC, a subsidiary of EOS Farm LLC, ("EOS" or the "Company") shall comply with 935 CMR 500.160 and all other applicable state and local laws pertaining to the quality control and testing of marijuana and marijuana products in order to deliver the highest quality product and to protect employees, consumers, and the general public.

GOAL

EOS strives to have the highest nominal amount and highest percentage of high-quality, compliant, and safe adult-use marijuana.

All Agents of the Company shall be required to follow these policies and procedures.

PLAN

The Company will focus its efforts on Quality Control around the following steps:

- Prevention: When the Company first begins cultivating from seeds and clones, agents will provide the best environment, nutrients, and environment to prevent disease and/or contamination.
- Identification: Agents will examine plants twice daily during the ongoing operations and all stages of cultivation. Agents will examine plants for signs of contamination, i.e., mildew, mold, or pests. Company agents will also identify any male plants or signs of stress or disease.
- Testing: The Company agents shall visually inspect marijuana during and after harvest for signs of contamination before transport to the Independent Testing Laboratory ("ITL"). The Company will use MCR Labs and any other independent testing laboratory (ITL) licensed for testing Adult Use marijuana and marijuana products, to perform testing.
- Isolation and removal: Agents will isolate and remove any plants that are contaminated, diseased, male, or otherwise harmful to the crop.

EOS QUALITY CONTROL SOP SUMMARY

- Destruction: Agents shall destroy them in accordance with storage and waste disposal requirements pursuant to 935 CMR 500.105(11) & (12).

After IRL testing, Company agents shall package each batch that passes 935 CMR 500.160 testing requirements in airtight nitrogen-purged Mylar bags for transport to product manufacturing facilities or to retail stores for sale to consumers.

The Company shall dispose of any marijuana that does not meet the 935 CMR 500.160 testing requirements in accordance with 935 CMR 500.105 (12).

MEASUREMENT

Quarterly and annually, the Company will measure the success of this plan using the following metrics:

1. Testing for amounts of :
 - a. Soil pH and nutrient availability,
 - b. Water purity and pH.
 - c. Plant tissue testing for nutrient uptake.
2. The number of pounds that are free from signs of pests, disease, or nutrient deficiency at each stage of the cultivation process;
3. The percentage of pounds that are free from signs pests, disease, or nutrient deficiency at each stage of the cultivation process;
4. The number of pounds that pass the IRL testing;
5. The percentage of pounds that pass the IRL testing;

EOS BITTERSWEET LLC

An EOS FARM LLC Subsidiary

RECORDS KEEPING STANDARD OPERATING PROCEDURES SUMMARY

EOS BITTERSWEET LLC, a subsidiary of EOS Farm LLC, ("EOS" or the "Company") shall comply with relevant state and local law, including but not limited to 935 CMR 500.105(9) regulating the maintenance of records in order to accurately track inventory, and necessary operating and business records, to report to the Commission, and to prevent diversion of marijuana and marijuana products as well as to protect the general public in connection with EOS-BITTERSWEET LLC (the "Company") marijuana establishment operations.

Each Agent of the Company shall be required to follow these policies and procedures.

The Company will meticulously maintain records in a confidential and secure fashion. The documentation and record-keeping SOPs will satisfy all statutory compliance requirements and enable the Company to provide our customers with privacy and security. All customer and agent records are considered confidential.

As required by 935 CMR 500.105(9), all records will be accessible to the Cannabis Control Commission (the "Commission") and local law enforcement upon request.

Records will be stored on a secure server in the limited-access security room in the cultivation facility; additionally, records shall be securely backed up on an encrypted remote cloud-based server. A backup will be possible over cellular connections in case of internet failure.

The Company will scan paper documents daily and uploaded to the secure servers; all paper records containing sensitive or confidential information will be stored in a limited access area in locked file cabinets. Actions taken by agents to access and/or modify records will be tracked and accessible to management and the Commission.

The Company's inventory control software will keep detailed, encrypted and remotely backed-up records for all aspects of inventory movement, including testing, transport, and distribution.

The records of the Company 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:

1. Written operating procedures as required by 935 CMR 500.105(1);
2. Inventory records as required by 935 CMR 500.105(8);
3. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
4. The following personnel records:
 - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - b. A record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Company and shall include, at a minimum, the following:
 - i. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - ii. documentation of verification of references;
 - iii. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - iv. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - v. documentation of periodic performance evaluations;
 - vi. a record of any disciplinary action taken; and
 - vii. notice of completed responsible vendor and eight-hour related duty training.
 - viii. In accordance with 935 CMR 500.105(2)(b), the Company shall maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.
 - c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - d. Personnel policies and procedures; and
 - e. All background check reports obtained in accordance with 935 CMR 500.030.
5. The Company shall maintain video surveillance monitoring footage in accordance with 935 CMR 500.110.

6. Pursuant to 935 CMR 500.105(13)(c)1.b., documentation that vehicles used to transport marijuana and/or marijuana products are properly registered, inspected, and insured in the Commonwealth;
7. Pursuant to 935 CMR 500.105(13)(f)5., the Company shall retain all transportation manifests for no less than one year and make them available to the Commission upon request.
8. Business records, which shall include manual or computerized records of:
 - a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. Sales records including the quantity, form, and cost of marijuana products; and
 - e. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
9. Waste disposal records as required under 935 CMR 500.105(12);
10. Pursuant to 935 CMR 500.105(7)(c), the Company shall maintain all documentation related to an incident that is reportable pursuant to 935 CMR 500.110(7)(a) for not less than one year or the duration of an open investigation, whichever is longer, and which shall be made available to the Commission and law enforcement authorities acting upon request; and
11. In the event the Company ceases business operations, the Company shall keep all records for at least two years at the expense of the Company and in a form and location acceptable to the Commission.

MEASUREMENT

EOS will perform spot checks and review records. EOS will record the number of files properly retained.

The Company will measure the success of this plan using the following metrics:

1. The number of filing records that match current physical files.
2. The number of files accurately catalogued and stored.
1. The number of documents that have been stored securely and compliantly within the appropriate time frame.

EOS BITTERSWEET LLC

An EOS FARM LLC Subsidiary

PERSONNEL POLICIES

PLAN

EOS BITTERSWEET LLC, a subsidiary of EOS Farm LLC, ("EOS" or the "Company") shall comply with relevant state and local laws, including but not limited to, 935 CMR 500.105, and other applicable law, in order to hire, train, and protect the interests of the Company, its employees, and its customers in a manner consistent with public health and safety.

GOAL

The Company will strive to create a diverse, dynamic workforce with the highest standards of compliance, knowledge, and productivity.

PLAN

The Company shall carefully select each employee based on personal and work history, and the Company shall perform extensive reference checks.

As part of the on-boarding process, Company shall register each new employee as an Establishment Agent ("Agent") with the Cannabis Control Commission (the "Commission") and provide each Agent with detailed training and written information as part of the initial training process, including an employee handbook, in both paper and electronic formats.

935 CMR 500.030(1) requires that a Marijuana Establishment shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with that Marijuana Establishment. The Commission shall issue a registration card to each individual determined to be suitable for registration. The Company shall fully comply with this policy.

The applicant for an Agent Card shall be:

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

In the process of on-boarding an Agent and applying for the Agent Card, the Company shall obtain the following applicant information and documentation:

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
6. Background information, including, as applicable:
 - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
 - c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 - d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant;
7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
8. Any other information required by the Commission.
9. A Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom the Marijuana Establishment seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.

Policies highlighted in the employee handbook the Company shall provide to each new hire shall include the following:

1. The Company mission and values
2. Agent Registration requirements and instructions
3. MA Adult Use Regulatory compliance guidelines
4. Standards of conduct
5. Information on the "Responsible Vendor Program" as required by 935 CMR 500.105(2)(b)
6. Work attendance and punctuality policies
7. Protocols for requesting time off and sick days

8. Standards for attire and personal hygiene
9. Email/internet usage and monitoring
10. Social media
11. Protection of confidential information
12. Workplace security and safety policies, i.e., security protocols, emergency protocols, zero-tolerance weapons at work policy.
13. Zero-tolerance workplace drug and alcohol policy, including drug testing policy.
14. Disciplinary protocols, including a policy for the immediate dismissal of any marijuana establishment agent who has:
 - a. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - b. Engaged in unsafe practices with regard to the operation of the Marijuana Establishment, which shall be reported to the Commission;
 - c. Violated the zero-tolerance workplace drug and alcohol policy; or
 - d. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
15. Information for employee compensation and benefits

Pursuant to 935 CMR 500.105(1), the Company, under the supervision of the Company's Chief Security Officer and Chief Compliance Officer, the Company shall maintain:

1. employee security policies, including personal safety and crime prevention techniques;
2. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
3. A Zero-tolerance workplace drug and alcohol policy, including drug testing policy.

The Company shall implement Disciplinary protocols, including a policy for the immediate dismissal of any marijuana establishment agent who has:

- a. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
- b. Engaged in unsafe practices with regard to the operation of the Marijuana Establishment, which shall be reported to the Commission;
- c. Violated the zero-tolerance workplace drug and alcohol policy; or
- d. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

In accordance with 935 CMR 500.105(9), the Company shall maintain the following personnel records policy:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Company and shall include, at a minimum, the following:
 1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 2. documentation of verification of references;
 3. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 4. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 5. documentation of periodic performance evaluations;
 6. a record of any disciplinary action taken; and
 7. notice of completed responsible vendor and eight-hour related duty training.
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.

The Company's Agent compensation strategy may provide, to the extent possible, living wages, health, vision, and dental insurance, paid vacation and sick time, and matching 401(K).

The Company shall ensure that all personnel policies adhere to Massachusetts and federal labor laws. The Company is an equal opportunity employer, and shall aggressively pursue its written diversity plan and plan to positively impact the community through the Company's hiring and promotion practices.

MEASUREMENT

The Company shall conduct comprehensive, written Agent performance reviews. The Company will measure the success of this plan using the following metrics:

1. The number of days without compliance or policies infractions;
2. The number of personnel without compliance or policies infractions;
3. Achievement score in personnel strength assessments:
 - a. Technical skills knowledge: Productivity, Knowledge of theory
 - b. Interpersonal dynamics with Coworkers, Managers, Public
 - c. Conscientiousness - Attendance and Punctuality

EOS BITTERSWEET LLC

An EOS FARM LLC Subsidiary

QUALITY CONTROL STANDARD OPERATING PROCEDURES SUMMARY

EOS BITTERSWEET LLC, a subsidiary of EOS Farm LLC, ("EOS" or the "Company") shall comply with 935 CMR 500.160 and all other applicable state and local laws pertaining to the quality control and testing of marijuana and marijuana products in order to deliver the highest quality product and to protect employees, consumers, and the general public.

GOAL

EOS strives to have the highest nominal amount and highest percentage of high-quality, compliant, and safe adult-use marijuana.

All Agents of the Company shall be required to follow these policies and procedures.

PLAN

The Company will focus its efforts on Quality Control around the following steps:

- Prevention: When the Company first begins cultivating from seeds and clones, agents will provide the best environment, nutrients, and environment to prevent disease and/or contamination.
- Identification: Agents will examine plants twice daily during the ongoing operations and all stages of cultivation. Agents will examine plants for signs of contamination, i.e., mildew, mold, or pests. Company agents will also identify any male plants or signs of stress or disease.
- Testing: The Company agents shall visually inspect marijuana during and after harvest for signs of contamination before transport to the Independent Testing Laboratory ("ITL"). The Company will use MCR Labs and any other ITL licensed for testing Adult Use marijuana and marijuana products to perform testing.
- Isolation and removal: Agents will isolate and remove any plants that are contaminated, diseased, male, or otherwise harmful to the crop.

EOS QUALITY CONTROL SOP SUMMARY

- Destruction: Agents shall destroy them in accordance with storage and waste disposal requirements pursuant to 935 CMR 500.105(11) & (12).

Specifically, in accordance with 935 CMR 500.105(3), the Company shall:

- process the leaves and flowers of the female marijuana plant only, which shall be:
 1. Well cured and generally free of seeds and stems;
 2. Free of dirt, sand, debris, and other foreign matter;
 3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
 4. Prepared and handled on food-grade stainless steel tables; and
 5. Packaged in a secure area.
- All Company marijuana establishment agents whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*
- All Company marijuana establishment agents working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
 1. Maintaining adequate personal cleanliness; and
 2. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
- Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
- There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
- Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;

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

In accordance with 935 CMR 500.160(1) and (2):

- No marijuana product, including marijuana, shall be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

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Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016, published by the DPH. Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

- The Company shall notify the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification shall be from both the Company and the ITL, separately and directly. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Subject to ITL testing pursuant to 935 CMR 500.160, Company agents shall package marijuana in accordance with 935 CMR 500.105(6) and 935 CMR 500.105(7) in airtight nitrogen-purged Mylar bags for transport to product manufacturing facilities or to retail marijuana establishments for sale to consumers.

The Company shall dispose of any marijuana that does not meet the 935 CMR 500.160 testing requirements in accordance with 935 CMR 500.105 (12).

MEASUREMENT

Quarterly and annually, the Company will measure the success of this plan using the following metrics:

1. Testing for amounts of :
 - a. Soil pH and nutrient availability,
 - b. Water purity and pH.
 - c. Plant tissue testing for nutrient uptake.
2. The number of pounds that are free from signs of pests, disease, or nutrient deficiency at each stage of the cultivation process;
3. The percentage of pounds that are free from signs pests, disease, or nutrient deficiency at each stage of the cultivation process;
4. The number of pounds that pass the ITL testing;
5. The percentage of pounds that pass the ITL testing;