



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR281745
Original Issued Date: 02/04/2020
Issued Date: 03/11/2021
Expiration Date: 03/13/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Green Railroad Group, Inc.

Phone Number: 917-208-5181 Email Address: paaron650@yahoo.com

Business Address 1: 68 Main Street

Business Address 2: 2

Business City: Lenox

Business State: MA

Business Zip Code: 01240

Mailing Address 1: 68 Main Street

Mailing Address 2: 2

Mailing City: Lenox

Mailing State: MA

Mailing Zip Code: 01240

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control: 100

Role: Executive / Officer

Other Role:

First Name: Paul

Last Name: Aronofsky

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Paul

Last Name: Aronofsky Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$500 Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 82 Railroad Street

Establishment Address 2:

Establishment City: Great Barrington

Establishment Zip Code: 01230

Approximate square footage of the establishment: 2832

How many abutters does this property have?: 38

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Executed HCA Attestation GRG Great Barrington Retail.pdf	pdf	5bd09f1d813a010d917ab6d2	10/24/2018
Community Outreach Meeting Documentation	GRG Community Outreach Meeting Documentation.pdf	pdf	5bd2025a25766f0d55cc1d21	10/25/2018
Plan to Remain Compliant with Local Zoning	GRG Plan to Remain Compliant with Local Zoning.pdf	pdf	5bd9e322e18b8a04881dcca6	10/31/2018

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
-------------------	---------------	------	----	-------------

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	GRG Dispensing Procedures Renewal 2020.pdf	pdf	5fea074d44f61c07f67fd9a4	12/28/2020
Energy Compliance Plan	GRG Energy Compliance Plan Renewal 2020.pdf	pdf	5fea074fe767d307ceee306a	12/28/2020
Plan for obtaining marijuana or marijuana products	GRG Plan to Obtain Marijuana Renewal 2020.pdf	pdf	5fea075009cfae0810fd201e	12/28/2020
Inventory procedures	GRG Retail Inventory Renewal 2020.pdf	pdf	5fea0752e826e207c07da606	12/28/2020
Maintaining of financial records	GRG Retail Maintaining of Financial Records Renewal.pdf	pdf	5fea078479776c07d15e65f2	12/28/2020
Personnel policies including background checks	GRG Retail Personnel Policies Renewal 2020.pdf	pdf	5fea0785841ecf07f32a9c0a	12/28/2020
Prevention of diversion	GRG Retail Prevention of Diversion Renewal 2020.pdf	pdf	5fea078716d57608051fa5ac	12/28/2020
Qualifications and training	GRG Retail Qualifications and Training Renewal 2020.pdf	pdf	5fea07882027b107e8dc7ae3	12/28/2020
Record Keeping procedures	GRG Retail Record Keeping Procedure Renewal 2020.pdf	pdf	5fea07aed18fa907c7d91514	12/28/2020
Security plan	GRG Retail Security Plan Renewal 2020.pdf	pdf	5fea07afb11eae07c3c57255	12/28/2020
Storage of marijuana	GRG Retail Storage of Marijuana Renewal 2020.pdf	pdf	5fea07b09597d30802d2b1bf	12/28/2020
Transportation of marijuana	GRG Retail Transportation of Marijuana Renewal 2020.pdf	pdf	5fea07b1982b2307e1992cb2	12/28/2020
Separating recreational from medical operations, if applicable	GRG Separating Medical and Recreational Renewal 2020.pdf	pdf	5fea07bce767d307ceee306e	12/28/2020
Quality control and testing	GRG Retail Procedures for Quality Control and Testing Renewal 2020.pdf	pdf	5fea0836eb00b107e4543a0a	12/28/2020
Diversity plan	GRG Diversity Plan 2020-2021 - Clean Copy.pdf	pdf	5fea084644f61c07f67fd9a8	12/28/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

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: See
attached

COMPLIANCE WITH DIVERSITY PLAN Diversity Progress or Success 1

Description of Progress or Success: See
attached

HOURS OF OPERATION

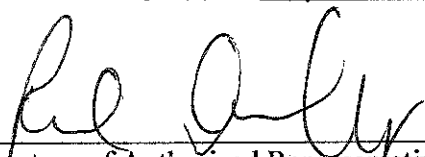
Monday From: 10:00 AM	Monday To: 10:00 PM
Tuesday From: 10:00 AM	Tuesday To: 10:00 PM
Wednesday From: 10:00 AM	Wednesday To: 10:00 PM
Thursday From: 10:00 AM	Thursday To: 10:00 PM
Friday From: 10:00 AM	Friday To: 10:00 PM
Saturday From: 10:00 AM	Saturday To: 10:00 PM
Sunday From: 10:00 AM	Sunday To: 10:00 PM

Host Community Agreement Certification Form

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

Applicant


I, Anastasia Bacca, (*insert name*) certify as an authorized representative of Green Railroad Group, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with Great Barrington (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on September 24, 2018 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, STEPHEN BANNON, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of GREAT BARRINGTON (*insert name of host community*) to certify that the applicant and TOWN OF GREAT BARRINGTON (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on SEPTEMBER 24, 2018 (*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, Paul Aronofsky, (*insert name*) attest as an authorized representative of Green Railroad Group, Inc. (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on September 27, 2018 10:00AM (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on September 20, 2018 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on September 19, 2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on September 17, 2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

**NOTICE OF
COMMUNITY OUTREACH
MEETING:
Green Railroad Group, Inc.**

Notice is hereby given that Green Railroad Group, Inc. will hold a Community Outreach Meeting on **September 27, 2018 at the Holiday Inn Express, 415 Stockbridge Rd Route 7, Great Barrington, MA 01230 between 10:00-11:00 AM** to discuss the proposed siting of an Adult Use Marijuana Establishment in the Town of Great Barrington. Green Railroad Group, Inc. intends to apply for a license to operate for the following Adult-use Marijuana Establishment license: Marijuana Retailer; to be located at 82 Railroad St, Great Barrington, MA 01230 in accordance with M.G.L. c.

94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq. Topics to be discussed at the meeting will include, but not be limited to: 1. The type(s) of Adult-Use Marijuana Establishment(s) to be located at the proposed address; 2. Plans for maintaining a secure facility; 3. Plans to prevent diversion to minors; 4. Plans to positively impact the community; and 5. Plans to ensure the establishment will not constitute a nuisance to the community. Interested members of the community are encouraged to ask questions and receive answers from Green Railroad Group, Inc.'s representatives about the proposed facility and operations. A copy of this notice has been published in a local newspaper at least seven (7) calendar days prior to the meeting and filed with the Town Clerk of the Town of Great Barrington. This notice was also mailed at least seven (7) calendar days prior to the meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

Green Railroad Group, Inc.
Anastasia Bacca
09/20/18

NOTICE OF COMMUNITY OUTREACH MEETING: Green Railroad Group, Inc.

Notice is hereby given that Green Railroad Group, Inc. will hold a Community Outreach Meeting on September 27, 2018 at the Holiday Inn Express, 415 Stockbridge Rd Route 7, Great Barrington, MA 01230 between 10:00-11:00 AM to discuss the proposed siting of an Adult Use Marijuana Establishment in the Town of Great Barrington.

Green Railroad Group, Inc. intends to apply for a license to operate for the following Adult-use Marijuana Establishment license: Marijuana Retailer; to be located at 82 Railroad St, Great Barrington, MA 01230 in accordance with M.G.L. c. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq.

Topics to be discussed at the meeting will include, but not be limited to:

1. The type(s) of Adult-Use Marijuana Establishment(s) to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

Interested members of the community are encouraged to ask questions and receive answers from Green Railroad Group, Inc.'s representatives about the proposed facility and operations.

A copy of this notice has been published in a local newspaper at least seven (7) calendar days prior to the meeting and filed with the Town Clerk of the Town of Great Barrington. This notice was also mailed at least seven (7) calendar days prior to the meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

Green Railroad Group, Inc.

Anastasia Bacca 09/18/18

Berkshire County Hazard Mitigation Plan
Driveway Permits
FY18 Budget Policy
FY19 Budget Policy
Selectboard License and Permit Applications
Selectboard Policies and Procedures
Selectboard's 2018 Regular Meeting Schedule
Sewer Abatement Application and Policies
Strategic Planning Priorities
Town Charter

Home » Selectboard

Community Outreach Meeting on Adult Use Marijuana Establishment - held by Green Railroad Group, Inc.

Holiday Inn, 415 Stockbridge Road

Event Date: Thursday, September 27, 2018 - 10:00am

community_outreach_meeting_agenda_9.27.18.pdf

Home » green railroad group

Search Results

Filter by Department / Board:

- Council on Aging (13)
- Planning Board (5)
- Selectboard (5)
- Planning Department (4)
- Home (3)
- Police Department (3)
- Agricultural Commission (2)
- Building Department (2)
- Community Preservation Committee (2)
- Conservation Commission (2)
- Town Clerk (2)
- Zoning Board of Appeals (2)
- Design Advisory Committee (1)

Keyword(s):

Created Between

And

Search Results

Community Outreach Meeting on Adult Use Marijuana Establishment - held by **Green Railroad Group, Inc.**

NOTICE OF COMMUNITY OUTREACH MEETING: Green Railroad Group, Inc. Notice is hereby given that Green Railroad Group, Inc. will ...

Date created: September 19, 2018 - 8:32am | Found in: Selectboard

Filter by Type:

- Any -
 Department/Board/Committee:
 Department/Board Home Page
 About Great Barrington

Apply

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	26	27		30	31	1
2	3	State Primary Election 7:00am-8:30pm	4	5	6	8
			Board of Health 8:30pm	Board of Assessors Affordable Housing Trust Fund Board 8:30pm	7	
9	10	Community Preservation Committee 8:30pm	11	12	13	15
16	17	Housing Authority 8:30pm	18	19	20	22
23	24	25	26	27	28	29
Zoning Board of Appeals 8:30pm Selectboard Meeting 7:00pm	Finance Committee 8:30pm	Lake Mansfield Improvement Task Force 8:30pm Council on Aging 8:30pm Cultural Council 8:30pm Conservation Commission 8:30pm	Community Outreach Meeting on Adult Use Marijuana Establishment - Held by Green Railroad Group, Inc. 10:00am Planning Board 8:00pm	Board of Library Trustees Planning Board 8:30pm Historic District Commission 8:30pm		
30				4	5	6

Print

NOTICE OF COMMUNITY OUTREACH MEETING: Green Railroad Group, Inc.

Notice is hereby given that Green Railroad Group, Inc. will hold a Community Outreach Meeting on September 27, 2018 at the Holiday Inn Express, 415 Stockbridge Rd Route 7, Great Barrington, MA 01230 between 10:00-11:00 AM to discuss the proposed siting of an Adult Use Marijuana Establishment in the Town of Great Barrington.

Green Railroad Group, Inc. intends to apply for a license to operate for the following Adult-use Marijuana Establishment license: Marijuana Retailer; to be located at 82 Railroad St, Great Barrington, MA 01230 in accordance with M.G.L. c. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq.

Topics to be discussed at the meeting will include, but not be limited to:

1. The type(s) of Adult-Use Marijuana Establishment(s) to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

Interested members of the community are encouraged to ask questions and receive answers from Green Railroad Group, Inc.'s representatives about the proposed facility and operations.

A copy of this notice has been published in a local newspaper at least seven (7) calendar days prior to the meeting and filed with the Town Clerk of the Town of Great Barrington. This notice was also mailed at least seven (7) calendar days prior to the meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

Green Railroad Group, Inc.

Anastasia Bacca 09/18/18

Plan to Remain Compliant with Local Zoning

The purpose of this plan is to outline how Green Railroad Group, Inc. (“GRG”) is and will remain in compliance with local codes, ordinances and bylaws for the physical address of the retail marijuana establishment at 82 Railroad Street, Great Barrington, MA, 01230, which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

82 Railroad Street is located in B-3 Downtown Mixed-Use Zoning District and properly zoned pursuant to the Great Barrington Zoning Bylaws Chapter 171 Section 7.18 Registered marijuana dispensary. In accordance with Section 7.18.4, the dispensary is not located closer than 200 feet from any school, day-care center, or other similar facility where minors may commonly congregate. There are no other codes, ordinances, or bylaws relative to the retail marijuana establishment.

In addition to GRG remaining compliant with existing Zoning Ordinances; GRG will continuously engage with Town of Great Barrington officials to remain up to date with local zoning ordinances to remain fully compliant.

**Smith, Costello
& Crawford**
Public Policy Law Group.

December 9, 2020

SENT VIA FIRST CLASS MAIL
Jennifer L. Messina Town Clerk
Great Barrington Town Hall
334 Main Street
Great Barrington, MA 01230

RE: Green Railroad Group, Inc. Retail Marijuana Establishment

Dear Ms. Messina,

As you know, Green Railroad Group, Inc. ("GRG") currently holds a Retail Marijuana Establishment license located at 82 Railroad Street in Great Barrington. Pursuant to 935 CMR 500.103(4), GRG must submit an application for the annual renewal of its licenses to operate in Great Barrington to the Cannabis Control Commission ("CCC"). As a condition of that renewal, the CCC has required that we request from Great Barrington, our host community, the records of any cost to the city, anticipated or actual, resulting from the licensure and/or operation of our Retail Marijuana Establishment.

In order to comply with this condition of our renewal, we are submitting to your office our formal request for records of any cost incurred by the Town of Great Barrington over the past year as a result of our operations. Please send any documentation to by mail or e-mail to:

Green Railroad Group, Inc.
c/o Jennifer K. Crawford
Smith, Costello & Crawford
One State Street, 15th Floor
Boston, MA 02109
jcrawford@publicpolicylaw.com

We thank you for your attention to this matter. Please do not hesitate to reach out should you have any questions.

Sincerely,



Jennifer K. Crawford, Esq.



OFFICE OF THE TOWN CLERK

Jennifer L. Messina, Town Clerk

334 Main Street
Great Barrington, MA 01230

jmessina@townofgb.org
www.townofgb.org

413-528-1619 x3
413-528-1026 (fax)

December 21, 2020

Jennifer K. Crawford, Esq.
Smith, Costello & Crawford
One State Street, 15th Floor
Boston, MA 02109

Dear Ms. Crawford,

This letter is in response to your records request dated December 9, 2020 and received by my office on December 18, 2020 requesting the records of any cost to the city over the past year, anticipated or actual, resulting from the licensure and/or operation of the Green Railroad Group Inc. Retail Marijuana Establishment.

Please see the attached letter from the Town's Finance Director regarding this request.

Be advised that Public Records Requests in Massachusetts are governed by General Law Chapter 66 as well as Code of Massachusetts Regulations 950 CMR 32.00.

Sincerely,

Jennifer L. Messina

Jennifer L. Messina
Town Clerk



OFFICE OF THE TOWN CLERK

Jennifer L. Messina

334 Main Street
Great Barrington, MA 01230

www.townofgb.org
jmessina@townofgb.org

413-528-1619 x3
413-528-1026 (fax)

PUBLIC RECORDS REQUEST FORM

All public records request will be responded to within ten (10) days after receipt of request.
Responses may indicate further time is necessary, additional information is required, or
an estimate of fees required to fulfill the request, as examples.

Pursuant to Public Records Law all exemptions will be redacted from any and all material being released.

Date of Request:

12/9/20

Description of
Materials Sought:

(see attached letter)

Requestors Information:

Name of Requestor:

Jennifer Crawford

Firm / Company:

Smith, Costello & Crawford

Address:

One State Street, 15th Floor

City:

Boston

State:

MA

Zip:

02109

Phone number:

Fax number:

Email:

jcrowford@publicpolicylaw.com

Please be as specific as possible when requesting information:

☐ COPY OF RECORDS (.05\$ per page plus search, redact and/or copy fee)

☐ OTHER / ADDITIONAL INFORMATION:

12/18 - emailed MP, CR, AP, SC, KF

OFFICE USE: Received by: JLM

12/18/20

Initial Response:

Subsequent Reviews:

Fees:

—

Paid:

—

Records Provided:

12/21/20

10th Day to Respond by:

1/4/21

emailed J.C. letter

**Smith, Costello
& Crawford**
Public Policy Law Group

TOWN CLERK
GREAT BARRINGTON
DEC 18 2020 PM12:41

December 9, 2020

SENT VIA FIRST CLASS MAIL
Jennifer L. Messina Town Clerk
Great Barrington Town Hall
334 Main Street
Great Barrington, MA 01230

RE: Green Railroad Group, Inc. Retail Marijuana Establishment

Dear Ms. Messina,

As you know, Green Railroad Group, Inc. ("GRG") currently holds a Retail Marijuana Establishment license located at 82 Railroad Street in Great Barrington. Pursuant to 935 CMR 500.103(4), GRG must submit an application for the annual renewal of its licenses to operate in Great Barrington to the Cannabis Control Commission ("CCC"). As a condition of that renewal, the CCC has required that we request from Great Barrington, our host community, the records of any cost to the city, anticipated or actual, resulting from the licensure and/or operation of our Retail Marijuana Establishment.

In order to comply with this condition of our renewal, we are submitting to your office our formal request for records of any cost incurred by the Town of Great Barrington over the past year as a result of our operations. Please send any documentation to by mail or e-mail to:

Green Railroad Group, Inc.
c/o Jennifer K. Crawford
Smith, Costello & Crawford
One State Street, 15th Floor
Boston, MA 02109
jcrawford@publicpolicylaw.com

We thank you for your attention to this matter. Please do not hesitate to reach out should you have any questions.

Sincerely,



Jennifer K. Crawford, Esq.

Susan M. Carmel
Finance Director/Town Accountant

E-mail: scarmel@townofgb.org
www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-1619
Fax: (413) 528-2290

TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF FINANCE DIRECTOR

December 18, 2020

Green Railroad Group, Inc.
c/o Jennifer K. Crawford
Smith, Costello & Crawford
One State Street, 15th Floor
Boston, MA 02109

RE: Costs Imposed to the Town of Great Barrington

Dear Ms. Crawford:

The Town of Great Barrington has reviewed their records covering the period of January 1, 2020 to present date, and have concluded that no significant costs have been imposed on the Town related to the operation of your client's establishment, Green Railroad Group, Inc. At this time, we do not foresee or anticipate any expenses resulting from this operation.

If you should need further information, or have any questions, please feel free to contact me at (413)528-1619 ext 6 or scarmel@townofgb.org.

Best Regards,

Susan M. Carmel
Finance Director

Plan for Positive Impact

I. Intent

Cannabis prohibition has had a disproportionate impact on various communities in the Commonwealth. As the industry begins in earnest in Massachusetts, we fully recognize that Green Railroad Group, Inc. (“GRG”) has a responsibility to ensure it is contributing to its community in positive and constructive ways. Although Great Barrington, the town in which our retail location is sited, has not been identified by the Cannabis Control Commission (“CCC”) as an area of disproportionate impact, GRG is committed to ensuring that it serves impacted populations in the state wherever and however possible. Our company and our management team are fully committed to ensuring we are maintaining positive contributions as part of a new and growing cannabis industry.

II. Purpose

The purpose of this document is to summarize GRG’s plan to ensure that our business and individuals that make up that business are creating positive and lasting impacts on the communities in which we are a part. GRG fully supports procedures and policies to positively affect those communities that have been previously and disproportionately harmed by marijuana prohibition and enforcement.

GRG is committed to ensuring that we foster positive relationships with Massachusetts communities, particularly those with close ties to the population in which we serve. We will endeavor to find innovative and creative ways to give back and we are committed to serving those areas that have been disproportionately impacted by the war on drugs.

As noted above, and in accordance with the regulations of Chapter 55 of the Acts of 2017, An Act to Ensure Safe Access to Marijuana, the CCC has not identified Great Barrington as one of the 29 communities that have suffered from a disproportioned impact on marijuana prohibition. Therefore, although we have a Host Community Agreement with Great Barrington and will strive to act as good corporate citizen in that town, we will also be dedicating resources to the City of Pittsfield as our company has some personal ties to this community.

III. Proposed Initiatives

GRG has identified a number of programs in which it will participate in order to ensure it is making positive contributions to the City of Pittsfield or any others that it identifies in the future. We expect this plan to continue to evolve and grow as we become more familiar with the needs and challenges faced by communities such as Pittsfield.

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

Goal #1 – Employment Opportunities: GRG will dedicate time and resources to recruiting staff from the area of Pittsfield and other disproportionately impacted populations with a goal of hiring from these groups 30% of our total employees disproportionately impacted populations are those: past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact; Commission-designated Economic Empowerment Priority applicants; Commission-designated Social Equity Program participants; Massachusetts residents who have past drug convictions; and Massachusetts residents with parents or spouses who have drug convictions (collectively known as the “Plan Population”).

We will strive to use techniques to improve recruitment practices and increase the flow of applicants from diverse backgrounds, while ensuring that we are making necessary accommodations to support these applicants. GRG will use the following tools to identify, recruit and hire employees:

- Recruit from state and local employment and staffing groups such as MassHire Berkshire Career Center; MassHire Workforce Board: Franklin Hampshire; and MassHire Franklin Hampshire Career Center.
- Advertise at least once annually, or more frequently based on employment needs, available job opportunities, such as the Berkshire Eagle.
- Post hiring needs on various web-based recruitment platforms such as indeed.com.
- Participate in local hiring events including events held by the Massachusetts Cannabis Business Association (CBA).
- Attend community meetings in and around Great Barrington and Pittsfield, at least two annually, to introduce GRG and inform the community of our hiring needs to attract a diverse applicant pool.
- In all instances, applicants for available job opportunities who are members of the Plan Population will be granted priority for hiring.

Metrics: GRG will track the number of employees hired that meet the criteria of the Plan Population with a goal of at least 30% of GRG employees being within said Plan Population. . These records will allow GRG to demonstrate progress toward its goal to the Commission upon annual renewal of its license. These metrics will be outlined in a comprehensive report that will be completed 60 days prior to our annual renewal with the Commission.

Goal #2 – Charitable Contributions: Giving back to the community is a cornerstone of the culture of GRG. In order to promote full participation in the cannabis industry we will make an annual minimum donation of \$5,000 to the Commission’s Social Equity Training and Technical Assistance Fund.

Metrics: GRG through its Community Relations Team will maintain a record of the donations it makes annually to the Social Equity Training and Technical Assistance Fund. GRG will use these records to demonstrate the success of its goal to the Commission each year upon its annual license renewal.

Goal #3 – Supplier Contracting: The programs in this plan will be aimed to positively impact the following populations (also known as “Plan Populations”):

- Past or present residents of “areas of disproportionate impact,” which have been defined by the Commission, specifically the community Pittsfield.

Green Railroad Group, Inc.
Application of Intent

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

To expand access to the marijuana industry for individuals and businesses who meet the Plan Populations, GRG will give preference to suppliers, contractors and Marijuana Establishment partners that meet these population criteria. Our goal is to have at least 25% of our suppliers, contractors and wholesale partners meet the criteria of the Program Populations. Priority will be given to vendors and contractors whose owners or a majority of the employees meet the Plan Population criteria. If permissible under 935 CMR 500.105(4)(b), GRG will advertise opportunities for vendors, suppliers and contractors on our website and with local media outlets in Pittsfield and surrounding areas, such as the Berkshire Eagle, along with the preferences outlined in this plan. Wholesale Marijuana partners who are Commission-designated Economic Empowerment applicants will be given priority when establishing wholesale contracts. GRG 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.

Metrics: GRG will annually review and record the percentage of its suppliers, contractors, and Marijuana Establishment partners who meet the designated Plan Populations. GRG will utilize these metrics to assess its plan such that it can demonstrate proof of success or progress upon the yearly renewal of its license.

IV. Plan Evaluation

GRG will conduct continuous internal evaluations of the effectiveness of our programs and the progress of the implementation of our goals. The company will evaluate the success of our contributions through community feedback and regular contact with those organizations with whom we collaborate. We will strive to refine our approach and identify new ways in which to provide positive and meaningful impacts on the communities that require it the most.

THE COMMONWEALTH OF MASSACHUSETTS

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

September 11, 2018 09:45 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

D**The Commonwealth of Massachusetts****William Francis Galvin**

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Organization

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)**ARTICLE I**

The exact name of the corporation is:

Green Railroad Group, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
common	10000			

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

none

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

none

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
68 Main Street, Lenox, MA 01240
- b. The name of its initial registered agent at its registered office:
Paul Aronofsky
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: **Paul Aronofsky**

Treasurer: **Paul Aronofsky**

Secretary: **Paul Aronofsky**

Director(s): **Paul Aronofsky**

- d. The fiscal year end of the corporation:
December
- e. A brief description of the type of business in which the corporation intends to engage:
retail
- f. The street address of the principal office of the corporation:
68 Main Street, Lenox, MA 01240
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:
68 Main Street, Lenox, MA 01240, which is
(number, street, city or town, state, zip code)

- ☒ its principal office;
- ☐ an office of its transfer agent;
- ☐ an office of its secretary/assistant secretary;
- ☐ its registered office.

Signed this 11 day of September, 2018 by the incorporator(s):

Signature: Paul Aronofsky

Name: Paul Aronofsky

Address: 68 Main Street, Lenox, MA 01240



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JENNIFER CRAWFORD
GREEN RAILROAD GROUP, INC.
50 CONGRESS ST STE 420
BOSTON MA 02109-4057

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, GREEN RAILROAD GROUP, INC. 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) 887-6367 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

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



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

mass.gov/dor

Letter ID: L0324299392
Notice Date: October 30, 2018
Case ID: 0-000-641-199



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JENNIFER CRAWFORD
GREEN RAILROAD GROUP, INC.
50 CONGRESS ST STE 420
BOSTON MA 02109-4057

Confirmation Code: sgq3xs

BYLAWS

OF

GREEN RAILROAD GROUP, INC.

BYLAWS

Table of Contents

	<u>Page</u>
ARTICLE I	SHAREHOLDERS1
1.1.	Annual Meeting1
1.2.	Special Meetings1
1.3.	Place of Meetings.....1
1.4.	Requirement of Notice1
1.5.	Waiver of Notice1
1.6.	Quorum.2
1.7.	Voting and Proxies.....2
1.8.	Action at Meeting3
1.9.	Conduct of Meetings3
1.10.	Action Without Meeting by Written Consent.3
1.11.	Record Date4
1.12.	Meetings by Remote Communication4
1.13.	Form of Shareholder Action.5
1.14.	Shareholder List for Meeting.5
ARTICLE II	DIRECTORS6
2.1.	Powers6
2.2.	Number and Election6
2.3.	Vacancies6
2.4.	Change in Size of the Board of Directors6
2.5.	Tenure6
2.6.	Resignation6
2.7.	Removal6
2.8.	Regular Meetings7
2.9.	Special Meetings7
2.10.	Notice7
2.11.	Waiver of Notice7
2.12.	Quorum7
2.13.	Action at Meeting7
2.14.	Action Without Meeting8
2.15.	Telephone Conference Meetings8
2.16.	Committees8
2.17.	Compensation8
2.18.	Standard of Conduct for Directors.8
2.19.	Conflict of Interest.9
2.20.	Loans to Directors10
ARTICLE III	MANNER OF NOTICE10
ARTICLE IV	OFFICERS11

		<u>Page</u>
4.1.	Enumeration	11
4.2.	Appointment	11
4.3.	Qualification	11
4.4.	Tenure	11
4.5.	Resignation	11
4.6.	Removal	12
4.7.	Vacancies	12
4.8.	Chairman of the Board and Vice Chairman of the Board.....	12
4.9.	President; Chief Executive Officer	12
4.10.	Vice Presidents.....	12
4.11.	Treasurer and Assistant Treasurers	13
4.12.	Secretary and Assistant Secretaries	13
4.13.	Salaries	13
4.14.	Standard of Conduct for Officers.....	13
ARTICLE V	PROVISIONS RELATING TO SHARES	14
5.1.	Issuance and Consideration.....	14
5.2.	Share Certificates	14
5.3.	Uncertificated Shares	14
5.4.	Transfers; Record and Beneficial Owners	15
5.5.	Replacement of Certificates	15
ARTICLE VI	CORPORATE RECORDS	15
6.1.	Records to be Kept.....	15
6.2.	Inspection of Records by Shareholders.....	16
6.3.	Scope of Inspection Right.....	17
6.4.	Inspection of Records by Directors.....	17
ARTICLE VII	INDEMNIFICATION.....	18
7.1.	Definitions.....	18
7.2.	Indemnification of Directors and Officers.....	18
7.3.	Advance for Expenses.....	20
7.4.	Procedures for Indemnification; Determination of Indemnification.	20
7.5.	Notification and Defense of Claim; Settlements.	21
7.6.	Partial Indemnification.....	22
7.7.	Insurance	22
7.8.	Merger or Consolidation	22
7.9.	Application of this Article.	22
ARTICLE VIII	MISCELLANEOUS	23
8.1.	Fiscal Year	23
8.2.	Seal.....	23
8.3.	Voting of Securities	23
8.4.	Evidence of Authority.....	23
8.5.	Articles of Organization.....	23
8.6.	Severability	23
8.7.	Pronouns	23

	<u>Page</u>
ARTICLE IX AMENDMENTS	23
9.1. General	23
9.2. Notice	24
9.3. Quorum and Required Vote.	24

ARTICLE I

SHAREHOLDERS

1.1. Annual Meeting. The Corporation shall hold an annual meeting of shareholders at a time to be fixed by the Board of Directors, the Chief Executive Officer or the President and stated in the notice of the meeting. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, shall be for electing Directors and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these Bylaws or the time for an annual meeting is not fixed in accordance with these Bylaws to be held within 13 months after the last annual meeting, the Corporation may designate a special meeting as a special meeting in lieu of the annual meeting, and such meeting shall have all of the effect of an annual meeting.

1.2. Special Meetings. Special meetings of the shareholders may be called by the Board of Directors, the Chief Executive Officer or the President, and shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by another officer, if the holders of at least 10 per cent, or such lesser percentage as the Articles of Organization permit, of all the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date and deliver to the Secretary one or more written demands for the meeting describing the purpose for which it is to be held. Only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders' meeting.

1.3. Place of Meetings. All meetings of shareholders shall be held at the principal office of the Corporation unless a different place is fixed by the Board of Directors, the Chief Executive Officer or the President and specified in the notice of the meeting, or the meeting is held solely by means of remote communication in accordance with Section 1.12 of these Bylaws.

1.4. Requirement of Notice. A written notice of the date, time and place of each annual and special shareholders' meeting describing the purposes of the meeting shall be given to shareholders entitled to vote at the meeting (and, to the extent required by law or the Articles of Organization, to shareholders not entitled to vote at the meeting) no fewer than seven nor more than 60 days before the meeting date. If an annual or special meeting of shareholders is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting shall be given under this Section 1.4 to persons who are shareholders as of the new record date. All notices to shareholders shall conform to the requirements of Article III of these Bylaws.

1.5. Waiver of Notice. A shareholder may waive any notice required by law, the Articles of Organization or these Bylaws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A shareholder's attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular

matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

1.6. Quorum.

(a) Unless otherwise provided by law, or in the Articles of Organization, these Bylaws or, to the extent authorized by law, a resolution of the Board of Directors requiring satisfaction of a greater quorum requirement for any voting group, a majority of the votes entitled to be cast on the matter by a voting group constitutes a quorum of that voting group for action on that matter, provided always that less than such a quorum shall have the power to adjourn a meeting of shareholders from time to time. As used in these Bylaws, a voting group includes all shares of one or more classes or series that, under the Articles of Organization or the Massachusetts Business Corporation Act, as in effect from time to time (the “MBCA”), are entitled to vote and to be counted together collectively on a matter at a meeting of shareholders.

(b) A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless (1) the shareholder attends solely to object to lack of notice, defective notice or the conduct of the meeting on other grounds and does not vote the shares or otherwise consent that they are to be deemed present, or (2) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting.

1.7. Voting and Proxies.

(a) Except as provided in this Section 1.7(a) or unless the Articles of Organization provide otherwise, each outstanding share, regardless of class, is entitled to one vote on each matter voted on at a shareholders’ meeting. Only shares are entitled to vote, and each fractional share, if any, is entitled to a proportional vote. Absent special circumstances, the shares of the Corporation are not entitled to vote if they are owned, directly or indirectly, by another entity of which the Corporation owns, directly or indirectly, a majority of the voting interests; provided, however, that nothing in these Bylaws shall limit the power of the Corporation to vote any shares held by it, directly or indirectly, in a fiduciary capacity. Unless the Articles of Organization provide otherwise, redeemable shares are not entitled to vote after notice of redemption is given to the holders and a sum sufficient to redeem the shares has been deposited with a bank, trust company or other financial institution under an irrevocable obligation to pay the holders the redemption price upon surrender of the shares.

(b) A shareholder may vote his or her shares in person or may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of 11 months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by the officer or agent. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest, as defined in the MBCA. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the shareholder appointing a

proxy shall not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment. A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if he or she did not know of its existence when he or she acquired the shares and the existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares or on the information statement for shares without certificates. Subject to the provisions of Section 7.24 of the MBCA, or any successor Section thereto, and to any express limitation on the proxy's authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

1.8. Action at Meeting. If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law, the Articles of Organization, these Bylaws or, to the extent authorized by law, a resolution of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including more separate voting groups. Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

1.9. Conduct of Meetings. The Board of Directors may adopt by resolution such rules, regulations and procedures for the conduct of any meeting of shareholders as it shall deem appropriate, including without limitation such guidelines and procedures as it may deem appropriate regarding the participation by means of remote communication of shareholders and proxyholders not physically present at a meeting. Except to the extent inconsistent with such rules, regulations and procedures as adopted by the Board of Directors, the chairman of any meeting of shareholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) rules and procedures for maintaining order at the meeting and the safety of those present; (c) limitations on attendance at or participation in the meeting to shareholders, their duly authorized and constituted proxies or attorneys or such other persons as shall be determined; (d) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (e) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of shareholders shall not be required to be held in accordance with the rules of parliamentary procedure.

1.10. Action Without Meeting by Written Consent.

(a) Action taken at a shareholders' meeting may be taken without a meeting if the action is taken either: (1) by all shareholders entitled to vote on the action; or (2) to the extent permitted by the Articles of Organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or

more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the Corporation as required by this Section 1.10. A consent signed under this Section 1.10 has the effect of a vote at a meeting.

(b) If action is to be taken pursuant to the consent of voting shareholders without a meeting, the Corporation, at least seven days before the action pursuant to the consent is taken, shall give notice, which complies in form with the requirements of Article III of these Bylaws, of the action (1) to nonvoting shareholders in any case where such notice would be required by law if the action were to be taken pursuant to a vote by voting shareholders at a meeting, and (2) if the action is to be taken pursuant to the consent of less than all the shareholders entitled to vote on the matter, to all shareholders entitled to vote who did not consent to the action. The notice shall contain, or be accompanied by, the same material that would have been required by law to be sent to shareholders in or with the notice of a meeting at which the action would have been submitted to the shareholders for approval.

1.11. Record Date. The Board of Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote or to take any other action. If a record date for a specific action is not fixed by the Board of Directors, and is not supplied by law, the record date shall be (a) the close of business either on the day before the first notice is sent to shareholders, or, if no notice is sent, on the day before the meeting or (b) in the case of action without a meeting by written consent, the date the first shareholder signs the consent or (c) for purposes of determining shareholders entitled to demand a special meeting of shareholders, the date the first shareholder signs the demand or (d) for purposes of determining shareholders entitled to a distribution, other than one involving a purchase, redemption or other acquisition of the Corporation's shares, the date the Board of Directors authorizes the distribution. A record date fixed under this Section 1.11 may not be more than 70 days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

1.12. Meetings by Remote Communication. Unless otherwise provided in the Articles of Organization, if authorized by the Board of Directors: any annual or special meeting of shareholders need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communication: (a) participate in a meeting of shareholders; and (b) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder; (2) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the

proceedings of the meeting substantially concurrently with such proceedings; and (3) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

1.13. Form of Shareholder Action.

(a) Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed, if, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (1) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for the shareholder, proxy or agent; and (2) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of shareholders.

(b) Any copy, facsimile or other reliable reproduction of a vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder may be substituted or used in lieu of the original writing for any purpose for which the original writing could be used, but the copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

1.14. Shareholder List for Meeting.

(a) After fixing a record date for a shareholders' meeting, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the meeting. The list shall be arranged by voting group, and within each voting group by class or series of shares, and show the address of and number of shares held by each shareholder, but need not include an electronic mail address or other electronic contact information for any shareholder.

(b) The list of shareholders shall be available for inspection by any shareholder, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting: (1) at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held; or (2) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.

(c) A shareholder or his or her agent or attorney is entitled on written demand to inspect and, subject to the requirements of Section 6.2(c) of these Bylaws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

(d) The Corporation shall make the list of shareholders available at the meeting, and any shareholder or his or her agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

ARTICLE II

DIRECTORS

2.1. Powers. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors.

2.2. Number and Election. The Board of Directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting or by the Board of Directors, but, unless otherwise provided in the Articles of Organization, if the Corporation has more than one shareholder, the number of Directors shall not be less than three, except that whenever there shall be only two shareholders, the number of Directors shall not be less than two. Except as otherwise provided in the Articles of Organization or these Bylaws, the Directors shall be elected by the shareholders at the annual meeting.

2.3. Vacancies. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors: (a) the shareholders may fill the vacancy; (b) the Board of Directors may fill the vacancy; or (c) if the Directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. Notwithstanding the foregoing, if the vacant office was held by a Director elected by a voting group of shareholders, only the holders of shares of that voting group or the Directors elected by that voting group are entitled to vote to fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

2.4. Change in Size of the Board of Directors. The number of Directors may be fixed or changed from time to time by the shareholders or the Board of Directors.

2.5. Tenure. The terms of all Directors shall expire at the next annual shareholders' meeting following their election. A decrease in the number of Directors does not shorten an incumbent Director's term. The term of a Director elected to fill a vacancy shall expire at the next shareholders' meeting at which Directors are elected. Despite the expiration of a Director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.

2.6. Resignation. A Director may resign at any time by delivering written notice of resignation to the Board of Directors, the Chairman of the Board or the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

2.7. Removal. The shareholders may remove one or more Directors with or without cause, but if a Director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove him or her. A Director may be removed for

cause by the Directors by vote of a majority of the Directors then in office, but, if a Director is elected by a voting group of shareholders, only the Directors elected by that voting group may participate in the vote to remove him or her. A Director may be removed by the shareholders or the Directors only at a meeting called for the purpose of removing him or her, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

2.8. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Board of Directors without notice of the date, time, place or purpose of the meeting.

2.9. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the Chief Executive Officer, the President, the Secretary, any two Directors or one Director in the event that there is only one Director.

2.10. Notice. Special meetings of the Board of Directors must be preceded by at least two days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. All notices to Directors shall conform to the requirements of Article III of these Bylaws.

2.11. Waiver of Notice. A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

2.12. Quorum. Unless otherwise provided by law, the Articles of Organization or these Bylaws, a quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make an adjournment thereof.

2.13. Action at Meeting. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors unless the Articles of Organization or these Bylaws require the vote of a greater number of Directors. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

2.14. Action Without Meeting. Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 2.14 is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section 2.14 has the effect of a meeting vote and may be described as such in any document.

2.15. Telephone Conference Meetings. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

2.16. Committees. The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. Article III and Sections 2.10 through 2.15 of these Bylaws shall apply to committees and their members. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors to the extent permitted by law. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct described in Section 2.18 of these Bylaws.

2.17. Compensation. The Board of Directors may fix the compensation of Directors.

2.18. Standard of Conduct for Directors.

(a) A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee: (1) in good faith; (2) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (3) in a manner the Director reasonably believes to be in the best interests of the Corporation. In determining what the Director reasonably believes to be in the best interests of the Corporation, a Director may consider the interests of the Corporation's employees, suppliers, creditors and customers, the economy of the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the Corporation and its shareholders, including the possibility that these interests may be best served by the continued independence of the Corporation.

(b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by:

(1) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (2) legal counsel, public accountants or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence; or (3) a committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence.

(c) A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Section 2.18.

2.19. Conflict of Interest.

(a) A conflict of interest transaction is a transaction with the Corporation in which a Director of the Corporation has a material direct or indirect interest. A conflict of interest transaction is not voidable by the Corporation solely because of the Director's interest in the transaction if any one of the following is true:

(1) the material facts of the transaction and the Director's interest were disclosed or known to the Board of Directors or a committee of the Board of Directors and the Board of Directors or committee authorized, approved or ratified the transaction;

(2) the material facts of the transaction and the Director's interest were disclosed or known to the shareholders entitled to vote and they authorized, approved or ratified the transaction; or

(3) the transaction was fair to the Corporation.

(b) For purposes of this Section 2.19, and without limiting the interests that may create conflict of interest transactions, a Director of the Corporation has an indirect interest in a transaction if: (1) another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction; or (2) another entity of which he or she is a director, officer or trustee or in which he or she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors.

(c) For purposes of clause (1) of subsection (a) of this Section 2.19, a conflict of interest transaction is authorized, approved or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved or ratified under this Section 2.19 by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve or ratify the transaction, a quorum is present for the purpose of taking action under this Section 2.19. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under clause (1) of subsection (a) of this Section 2.19 if the transaction is otherwise authorized, approved or ratified as provided in that subsection.

(d) For purposes of clause (2) of subsection (a) of this Section 2.19, a conflict of interest transaction is authorized, approved or ratified if it receives the vote of a majority of the shares entitled to be counted under this subsection (d). Shares owned by or voted under the control of a Director who has a direct or indirect interest in the transaction, and shares owned by or voted under the control of an entity described in clause (1) of subsection (b) of this Section 2.19, may not be counted in a vote of shareholders to determine whether to authorize, approve or ratify a conflict of interest transaction under clause (2) of subsection (a) of this Section 2.19. The vote of those shares, however, is counted in determining whether the transaction is approved under other provisions of these Bylaws. A majority of the shares, whether or not present, that are entitled to be counted in a vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this Section 2.19.

2.20. Loans to Directors. The Corporation may not lend money to, or guarantee the obligation of a Director of, the Corporation unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section 2.20 shall not affect the borrower's liability on the loan.

ARTICLE III

MANNER OF NOTICE

Except as otherwise provided by law, all notices provided for under these Bylaws shall conform to the following requirements:

(a) Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.

(b) Notice may be communicated in person; by telephone, voice mail, telegraph, teletype or other electronic means; by mail; by electronic transmission; or by messenger or delivery service. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published; or by radio, television or other form of public broadcast communication.

(c) Written notice, other than notice by electronic transmission, by the Corporation to any of its shareholders, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed postpaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

(d) Written notice by electronic transmission by the Corporation to any of its shareholders, if in comprehensible form, is effective: (1) if by facsimile telecommunication, when directed to a number furnished by the shareholder for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (3) if by a posting on an electronic network together with separate notice to the shareholder of such

specific posting, directed to an electronic mail address furnished by the shareholder for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the shareholder in such manner as the shareholder shall have specified to the Corporation. An affidavit of the Secretary or an Assistant Secretary of the Corporation, the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(e) Except as provided in subsection (c) of this Article III, written notice, other than notice by electronic transmission, if in a comprehensible form, is effective at the earliest of the following: (1) when received; (2) five days after its deposit in the United States mail, if mailed postpaid and correctly addressed; (3) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested; or if sent by messenger or delivery service, on the date shown on the return receipt signed by or on behalf of the addressee; or (4) on the date of publication if notice by publication is permitted.

(f) Oral notice is effective when communicated if communicated in a comprehensible manner.

ARTICLE IV

OFFICERS

4.1. Enumeration. The Corporation shall have a President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these Bylaws, including, but not limited to, a Chairman of the Board, a Vice Chairman of the Board, a Chief Executive Officer and one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries.

4.2. Appointment. The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers. The appointment of an officer shall not itself create contract rights.

4.3. Qualification. The same individual may simultaneously hold more than one office in the Corporation. No officer need be a shareholder.

4.4. Tenure. Except as otherwise provided by law, the Articles of Organization or these Bylaws, each officer shall hold office until his or her successor is duly appointed, unless a different term is specified in the vote appointing him or her, or until his or her earlier death, resignation or removal.

4.5. Resignation. An officer may resign at any time by delivering notice of the resignation to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending

vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

4.6. Removal. The Board of Directors may remove any officer at any time with or without cause. An officer's removal shall not affect the officer's contract rights, if any, with the Corporation.

4.7. Vacancies. The Board of Directors may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any offices other than those of President, Treasurer and Secretary. Each such successor shall hold office for the unexpired term of his or her predecessor and until his or her successor is duly appointed, or until he or she sooner dies, resigns or is removed.

4.8. Chairman of the Board and Vice Chairman of the Board. The Board of Directors may appoint from its members a Chairman of the Board, who need not be an employee or officer of the Corporation. If the Board of Directors appoints a Chairman of the Board, he or she shall perform such duties and possess such powers as are assigned to him or her by the Board of Directors and, if the Chairman of the Board is also designated as the Corporation's Chief Executive Officer, shall have the powers and duties of the Chief Executive Officer prescribed in Section 4.9 of these Bylaws. Unless otherwise provided by the Board of Directors, the Chairman of the Board shall preside at all meetings of the Board of Directors and shareholders.

If the Board of Directors appoints a Vice Chairman of the Board, he or she shall, in the event of the absence, inability or refusal to act of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board and shall perform such other duties and possess such other powers as may from time to time be vested in him or her by the Board of Directors.

4.9. President; Chief Executive Officer. Unless the Board of Directors has designated the Chairman of the Board or another person as Chief Executive Officer, the President shall be the Chief Executive Officer. The Chief Executive Officer shall have general charge and supervision of the business of the Corporation, subject to the direction of the Board of Directors. The President shall perform such other duties and shall have such other powers as the Board of Directors or the Chief Executive Officer (if the President is not the Chief Executive Officer) may from time to time prescribe. In the event of the absence, inability or refusal to act of the Chief Executive Officer or the President (if the President is not the Chief Executive Officer), the Vice President (or, if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the Chief Executive Officer and, when so performing such duties, shall have all the powers of and be subject to all the restrictions upon, the Chief Executive Officer.

4.10. Vice Presidents. Any Vice President shall perform such duties and shall possess such powers as the Board of Directors, the Chief Executive Officer or the President may from time to time prescribe. The Board of Directors may assign to any Vice President the title Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

4.11. Treasurer and Assistant Treasurers. The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned to him or her by the Board of Directors, the Chief Executive Officer or the President. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of treasurer, including without limitation the duty and power to keep and be responsible for all funds and securities of the Corporation, to deposit funds of the Corporation in depositories, to disburse such funds as ordered by the Board of Directors, the Chief Executive Officer or the President, to make proper accounts of such funds, and to render as required by the Board of Directors, the Chief Executive Officer or the President statements of all such transactions and of the financial condition of the Corporation.

Any Assistant Treasurer shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer, the President or the Treasurer may from time to time prescribe. In the event of the absence, inability or refusal to act of the Treasurer, the Assistant Treasurer (or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Treasurer.

4.12. Secretary and Assistant Secretaries. The Secretary shall perform such duties and shall possess such powers as the Board of Directors, the Chief Executive Officer or the President may from time to time prescribe. In addition, the Secretary shall perform such duties and shall have such powers as are incident to the office of the secretary, including without limitation the duty and power to give notices of all meetings of shareholders and Directors, to attend all meetings of shareholders and Directors, to prepare minutes of the meetings of shareholders and Directors, to authenticate the records of the Corporation, to maintain a stock ledger and prepare lists of shareholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents.

Any Assistant Secretary shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer, the President or the Secretary may from time to time prescribe. In the event of the absence, inability or refusal to act of the Secretary, the Assistant Secretary (or if there shall be more than one, the Assistant Secretaries in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Secretary.

In the absence of the Secretary or any Assistant Secretary at any meeting of shareholders or Directors, the person presiding at the meeting shall designate a temporary secretary to prepare the minutes of the meeting.

4.13. Salaries. Officers of the Corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

4.14. Standard of Conduct for Officers. An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests of the Corporation. In discharging his or her duties, an officer who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented

by: (1) one or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (2) legal counsel, public accountants or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this Section 4.14.

ARTICLE V

PROVISIONS RELATING TO SHARES

5.1. Issuance and Consideration. The Board of Directors may issue the number of shares of each class or series authorized by the Articles of Organization. The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors shall determine the terms upon which the rights, options or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued.

5.2. Share Certificates. If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of The Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. Every certificate for shares of stock that are subject to any restriction on the transfer or registration of transfer of such shares pursuant to the Articles of Organization, these Bylaws, an agreement among shareholders or an agreement among shareholders and the Corporation, shall have conspicuously noted on the front or back of such certificate the existence of such restrictions. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of the Board of Directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder this information on request in writing and without charge. Each share certificate shall be signed, either manually or in facsimile, by the Chief Executive Officer, the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, or any two officers designated by the Board of Directors, and may bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

5.3. Uncertificated Shares. The Board of Directors may authorize the issue of some or all of the shares of any or all of the Corporation's classes or series without certificates. The

authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the shareholder a written statement of the information required by the MBCA to be on certificates.

5.4. Transfers; Record and Beneficial Owners. Subject to the restrictions, if any, stated or noted on the stock certificates, shares of stock may be transferred on the books of the Corporation by the surrender to the Corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the Corporation or its transfer agent may reasonably require. The Corporation shall be entitled to treat the record holder of shares as shown on its books as the owner of such shares for all purposes, including the payment of dividends and other distributions and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such shares until the shares have been transferred on the books of the Corporation in accordance with the requirements of these Bylaws. Notwithstanding anything to the contrary herein, to the extent the Board of Directors has established a procedure by which the beneficial owner of shares that are registered in the name of a nominee will be recognized by the Corporation as a shareholder, the Corporation shall be entitled to treat the beneficial owner of shares as the shareholder to the extent of the rights granted by a nominee certificate on file with the Corporation.

5.5. Replacement of Certificates. The Board of Directors may, subject to applicable law, determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed or wrongfully taken. The Board of Directors may, in its discretion, require the owner of such share certificate, or his or her legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of the new certificate.

ARTICLE VI

CORPORATE RECORDS

6.1. Records to be Kept.

(a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(b) The Corporation shall keep within The Commonwealth of Massachusetts a copy of the following records at its principal office or an office of its transfer agent or of its Secretary or Assistant Secretary or of its registered agent:

- (1) its Articles or Restated Articles of Organization and all amendments to them currently in effect;
- (2) its Bylaws or Restated Bylaws and all amendments to them currently in effect;
- (3) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences and limitations, if shares issued pursuant to those resolutions are outstanding;
- (4) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three years;
- (5) all written communications to shareholders generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA, or any successor Section thereto, for the past three years;
- (6) a list of the names and business addresses of its current Directors and officers; and
- (7) its most recent annual report delivered to the Massachusetts Secretary of State.

6.2. Inspection of Records by Shareholders.

(a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 6.1(b) of these Bylaws, copies of any of the records of the Corporation described in said Section 6.1(b) if he or she gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy.

(b) A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation if the shareholder meets the requirements of subsection (c) of this Section 6.2 and gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy:

- (1) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section 6.2;
- (2) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and

(3) the record of shareholders described in Section 6.1(a) of these Bylaws.

(c) A shareholder may inspect and copy the records described in subsection (b) of this Section 6.2 only if:

- (1) his or her demand is made in good faith and for a proper purpose;
- (2) he or she describes with reasonable particularity his or her purpose and the records he or she desires to inspect;
- (3) the records are directly connected with his or her purpose; and
- (4) the Corporation shall not have determined in good faith that disclosure of the records sought would adversely affect the Corporation in the conduct of its business.

(d) For purposes of this Section 6.2, “shareholder” includes a beneficial owner whose shares are held in a voting trust or by a nominee on his or her behalf.

6.3. Scope of Inspection Right.

(a) A shareholder’s agent or attorney has the same inspection and copying rights as the shareholder represented.

(b) The Corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 6.2 of these Bylaws by furnishing to the shareholder copies by photocopy or other means chosen by the Corporation, including copies furnished through an electronic transmission.

(c) The Corporation may impose a reasonable charge, covering the costs of labor, material, transmission and delivery, for copies of any documents provided to the shareholder. The charge may not exceed the estimated cost of production, reproduction, transmission or delivery of the records.

(d) The Corporation may comply at its expense with a shareholder’s demand to inspect the record of shareholders under clause (3) of subsection (b) of Section 6.2 of these Bylaws by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder’s demand.

(e) The Corporation may impose reasonable restrictions on the use or distribution of records by the demanding shareholder.

6.4. Inspection of Records by Directors. A Director is entitled to inspect and copy the books, records and documents of the Corporation at any reasonable time to the extent reasonably related to the performance of the Director’s duties as a Director, including duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to the Corporation.

ARTICLE VII

INDEMNIFICATION

7.1. Definitions. In this Article VII the following words shall have the following meanings unless the context requires otherwise:

“Corporation” includes any domestic or foreign predecessor entity of the Corporation in a merger.

“Director” or “officer” is an individual who is or was a Director or officer, respectively, of the Corporation or who, while a Director or officer of the Corporation, is or was serving at the Corporation’s request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan or other entity. A Director or officer is considered to be serving an employee benefit plan at the Corporation’s request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. “Director” or “officer” includes, unless the context requires otherwise, the estate or personal representative of a Director or officer.

“Disinterested Director” is a Director who, at the time of a vote or selection referred to in Section 7.4 of these Bylaws, is not (a) a party to the proceeding, or (b) an individual having a familial, financial, professional or employment relationship with the Director or officer whose standard of conduct is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director’s judgment when voting on the decision being made.

“Expenses” includes, without limitation, attorneys’ fees, retainers, court costs, transcript costs, fees and expenses of experts, travel expenses, duplicating costs, printing and binding costs, telephone and telecopy charges, postage, delivery service fees and other disbursements or expenses of the type customarily incurred in connection with a proceeding, but shall not include the amount of judgments, fines or penalties against a Director or officer or amounts paid in settlement in connection with such matters.

“Liability” is the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan) or reasonable expenses incurred with respect to a proceeding.

“Party” is an individual who was, is or is threatened to be made, a defendant or respondent in a proceeding.

“Proceeding” is any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative and whether formal or informal.

7.2. Indemnification of Directors and Officers.

(a) Subject to Sections 7.4 and 7.5 of these Bylaws and except as otherwise provided in this Section 7.2, the Corporation shall, to the fullest extent permitted by law (as such

may be amended from time to time), indemnify an individual in connection with any proceeding as to which such individual is, was or is threatened to be made a party by reason of such individual's status as a Director or officer. In furtherance of the foregoing and without limiting the generality thereof:

(i) the Corporation shall indemnify an individual who is a party to a proceeding because he or she is a Director against liability incurred in the proceeding if: (A) (1) he or she conducted himself or herself in good faith; and (2) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (3) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (B) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section;

(ii) the Corporation shall indemnify an individual who is a party to a proceeding because he or she is an officer (but not a Director) against liability incurred in the proceeding, except for liability arising out of acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; provided, however, that the standard of conduct set forth in this clause (ii) shall apply to a Director who is also an officer if the basis on which he or she is made a party to the proceeding is an act or omission solely as an officer; and

(iii) notwithstanding any other provision of this Article VII, the Corporation shall indemnify a Director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a Director or officer against reasonable expenses incurred by him or her in connection with the proceeding.

(b) A Director's or officer's conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies the requirement that his or her conduct was at least not opposed to the best interests of the Corporation.

(c) The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the Director or officer did not meet the relevant standard of conduct described in this Section 7.2.

(d) Unless ordered by a court of competent jurisdiction, the Corporation may not indemnify a Director or officer under this Section 7.2 if his or her conduct did not satisfy the relevant standards set forth in this Section 7.2.

(e) Notwithstanding anything to the contrary in this Article VII, except as required by law:

(i) the Corporation shall not indemnify a Director or officer in connection with a proceeding (or part thereof) initiated by such Director or officer unless the initiation thereof was approved by the Board of Directors; and

(ii) the Corporation shall not be required to make an indemnification payment to a Director or officer to the extent such Director or officer has otherwise actually received such payment under any insurance policy, agreement or otherwise, and in the event the Corporation makes any indemnification payments to such Director or officer and such Director or officer is subsequently reimbursed from the proceeds of insurance, such Director or officer shall promptly refund such indemnification payments to the Corporation to the extent of such insurance reimbursement.

7.3. Advance for Expenses. The Corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding because he or she is a Director or officer if he or she delivers to the Corporation:

(a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 7.2 of these Bylaws or, if he or she is a Director and is a party to a proceeding because he or she is a Director, that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section; and

(b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to Section 7.4 of these Bylaws or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 7.2 of these Bylaws.

Such undertaking must be an unlimited general obligation of the Director or officer but need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

7.4. Procedures for Indemnification; Determination of Indemnification.

(a) In order to obtain indemnification or advancement of expenses pursuant to this Article VII, a Director or officer shall submit to the Corporation a written request, including in such request such documentation and information as is reasonably available to such Director or officer and is reasonably necessary to determine whether and to what extent such Director or officer is entitled to indemnification or advancement of expenses. After receipt of such written request, the Corporation shall consider in good faith whether such Director or officer is entitled to indemnification or advancement of expenses hereunder, subject to the provisions of Section 7.4(b) below.

(b) With respect to requests under Section 7.2 of these Bylaws, no indemnification shall be made unless the Corporation determines that the Director or officer has met the relevant standard of conduct set forth in such Section 7.2. The determination of whether such Director or officer has met the relevant standard of conduct set forth in such Section 7.2, and any determination that expenses that have been advanced pursuant to Section 7.3 of these Bylaws must be subsequently repaid to the Corporation, shall be made in each instance:

(i) if there are two or more Disinterested Directors, by the Board of Directors by a majority vote of all the Disinterested Directors, a majority of whom shall for such purpose constitute a quorum, or by a majority of the members of a committee of two or more Disinterested Directors appointed by such a vote;

(ii) by special legal counsel (A) selected in the manner prescribed in clause (i) of this subsection (b); or (B) if there are fewer than two Disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as Disinterested Directors may participate; or

(iii) by the shareholders, but shares owned by or voted under the control of a Director who at the time does not qualify as a Disinterested Director may not be voted on the determination.

7.5. Notification and Defense of Claim; Settlements.

(a) In addition to and without limiting the foregoing provisions of this Article VII and except to the extent otherwise required by law, it shall be a condition of the Corporation's obligation to indemnify under this Article VII (in addition to any other condition provided in the Articles of Organization, these Bylaws or by law) that the person asserting, or proposing to assert, the right to be indemnified (the "Indemnatee"), must notify the Corporation in writing as soon as practicable of any proceeding involving the Indemnatee for which indemnity will or could be sought, but the failure to so notify shall not affect the Corporation's objection to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any proceeding of which the Corporation is so notified, the Corporation will be entitled (i) to participate therein at its own expense and/or (ii) to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to the Indemnatee. After notice from the Corporation to the Indemnatee of its election so to assume such defense, the Corporation shall not be liable to the Indemnatee for any legal or other expenses subsequently incurred by the Indemnatee in connection with such proceeding, other than as provided below in this subsection (a). The Indemnatee shall have the right to employ his or her own counsel in connection with such proceeding, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the Indemnatee unless (A) the employment of counsel by the Indemnatee has been authorized by the Corporation, (B) counsel to the Indemnatee shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and the Indemnatee in the conduct of the defense of such proceeding or (C) the Corporation shall not in fact have employed counsel to assume the defense of such proceeding, in each of which cases the reasonable fees and expenses of counsel for the Indemnatee shall be at the expense of the Corporation, except as otherwise expressly provided by this Article VII. The Corporation shall not be entitled, without the consent of the Indemnatee, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for the Indemnatee shall have reasonably made the conclusion provided for in clause (B) above.

(b) The Corporation shall not be required to indemnify the Indemnatee under this Article VII for any amounts paid in settlement of any proceeding effected without its written consent. The Corporation shall not settle any proceeding in any manner that would impose any

penalty or limitation on the Indemnatee without the Indemnatee's written consent. Neither the Corporation nor the Indemnatee will unreasonably withhold his, her or its consent to any proposed settlement.

7.6. Partial Indemnification. If a Director or officer is entitled under any provision of this Article VII to indemnification by the Corporation for a portion of the liabilities incurred by him or her or on his or her behalf in connection with any proceeding, but not for the total amount thereof, the Corporation shall nevertheless indemnify such Director or officer for the portion of such liabilities to which such Director or officer is entitled.

7.7. Insurance. The Corporation may purchase and maintain insurance on behalf of an individual who is a Director or officer of the Corporation, or who, while a Director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan or other entity, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director or officer, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article VII.

7.8. Merger or Consolidation. If the Corporation is merged into or consolidated with another corporation and the Corporation is not the surviving corporation, the surviving corporation shall assume the obligations of the Corporation under this Article VII with respect to any proceeding arising out of or relating to any actions, transactions or facts occurring prior to the date of such merger or consolidation.

7.9. Application of this Article.

(a) This Article VII shall not limit the Corporation's power to (i) pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party or (ii) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.

(b) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VII shall not be considered exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled.

(c) Each person who is or becomes a Director or officer shall be deemed to have served or to have continued to serve in such capacity in reliance upon the indemnity provided for in this Article VII. All rights to indemnification under this Article VII shall be deemed to be provided by a contract between the Corporation and the person who serves as a Director or officer of the Corporation at any time while these Bylaws and the relevant provisions of the MBCA are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.

(d) If this Article VII or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Director or officer as to any liabilities in connection with a proceeding to the fullest extent

permitted by any applicable portion of this Article VII that shall not have been invalidated and to the fullest extent permitted by applicable law.

(e) If the laws of the Commonwealth of Massachusetts are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.

ARTICLE VIII

MISCELLANEOUS

8.1. Fiscal Year. Except as otherwise determined from time to time by the Board of Directors, the fiscal year of the Corporation shall in each year end on December 31.

8.2. Seal. The seal of the Corporation shall, subject to alteration by the Board of Directors, bear the Corporation's name, the word "Massachusetts" and the year of its incorporation.

8.3. Voting of Securities. Except as the Board of Directors may otherwise designate, the Chief Executive Officer, President or Treasurer may waive notice of, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact for the Corporation (with or without power of substitution) at, any meeting of shareholders of any other corporation or organization, the securities of which may be held by the Corporation.

8.4. Evidence of Authority. A certificate by the Secretary, an Assistant Secretary or a temporary Secretary as to any action taken by the shareholders, Directors, any committee or any officer or representative of the Corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

8.5. Articles of Organization. All references in these Bylaws to the Articles of Organization shall be deemed to refer to the Articles of Organization of the Corporation, as amended and in effect from time to time.

8.6. Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.

8.7. Pronouns. All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

ARTICLE IX

AMENDMENTS

9.1. General. The power to make, amend or repeal these Bylaws shall be in the shareholders. If authorized by the Articles of Organization, the Board of Directors may also make, amend or repeal these Bylaws in whole or in part, except with respect to any provision

thereof which by virtue of an express provision in the MBCA, the Articles of Organization or these Bylaws, requires action by the shareholders.

9.2. Notice. Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the Board of Directors of any Bylaw, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending these Bylaws. Any action taken by the Board of Directors with respect to these Bylaws may be amended or repealed by the shareholders.

9.3. Quorum and Required Vote.

(a) If authorized by the Articles of Organization, a Bylaw amendment adopted by shareholders may provide for a greater or lesser quorum requirement for action by any voting group of shareholders, or for a greater affirmative voting requirement, including additional separate voting groups, than is provided for in the MBCA.

(b) Approval of an amendment to these Bylaws that changes or deletes a quorum or voting requirement for action by shareholders must satisfy both the applicable quorum and voting requirements for action by shareholders with respect to amendment of these Bylaws and also the particular quorum and voting requirements sought to be changed or deleted.

(c) A Bylaw dealing with quorum or voting requirements for shareholders, including additional voting groups, may not be adopted, amended or repealed by the Board of Directors.

(d) A Bylaw that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholders, or by the Board of Directors if the Board of Directors is authorized to amend these Bylaws.

(e) If the Board of Directors is authorized to amend these Bylaws, approval by the Board of Directors of an amendment to these Bylaws that changes or deletes a quorum or voting requirement for action by the Board of Directors must satisfy both the applicable quorum and voting requirements for action by the Board of Directors with respect to amendment of these Bylaws, and also the particular quorum and voting requirements sought to be changed or deleted.



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

William Francis Galvin
Secretary of the
Commonwealth

Date: October 23, 2018

To Whom It May Concern :

I hereby certify that according to the records of this office,

GREEN RAILROAD GROUP, INC.

is a domestic corporation organized on **September 11, 2018**, under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in blue ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 18100467210

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:

Green Railroad
Group, Inc.

Executive Summary

Green Railroad Group, Inc. (“GRG”) will focus on providing quality recreational marijuana to consumers in the new marijuana industry in Massachusetts. We intend to be the leading provider of small batch, high quality marijuana flower and plan to obtain a majority share of the local market by focusing on meeting consumer demands with cutting edge flower alternative products. GRG’s core focus extends beyond product provision and will include continual efforts to positively impact the community at large by GRG intends to devote resources to providing unbiased scientific knowledge regarding marijuana usage to the public, including (but not limited to): safe and legal consumption, potential benefits/adverse reactions, and protection of minors.

Mission Statement

We strive to protect consumers of recreational marijuana by providing high-quality products that adhere to industry and legal standards, while emphasizing safety and sustainability through consumer education.

Keys to Success

GRG will utilize professional expertise of existing marijuana markets to adapt to the new and unique Massachusetts industry. We will bring unique, high quality strains and products to the local market and maintain market share by adapting a small batch approach to ensure a continual stream of new and exciting products. We will adapt to consumer desires by being responsive, data-driven, and providing continual opportunities for employee knowledge and skill development.

Description of Business

Company Ownership/Legal Entity

We are a startup corporation specializing in business to consumer recreational marijuana retail sales. The town of Great Barrington, Massachusetts has entered into a Host Community Agreement with GRG to approve our business in their jurisdiction. This Host Community Agreement is a major preliminary requirement for obtaining a license for a retail store from the state of Massachusetts Cannabis Control Commission.

Location

A retail location is under lease at 82 Railroad Street in Great Barrington. The 2832 sq. ft. building is currently operating as a local bakery and will be retrofit to meet the legal and practical needs of a recreational marijuana retail facility. The building is located off the city’s main streets, which will provide discretion for consumers and a buffer from the general public, minors, and tourists who may not wish to participate in the new marijuana market.

Interior

The interior of our building will include a mix of office, stocking/storing, and sales areas. Guest ID’s will be verified immediately upon entering the building before entering the protected sales area. Careful attention will be paid to the layout of the sales area to ensure that all walk-in guests are immediately aware of our provided information on consumer laws and any relevant marijuana research and statistics. We plan to provide an open shopping area with locked displays that provide product-specific information and are away from Point of Service systems to a) allow inquisitive customers to learn about the products from sales floor staff as needed, b) prevent any guests from feeling pressured to make a purchase, and c) to hasten the checkout process for any guests who have selected an item for purchase. The office area

will be reserved for day-to-day management duties, records retention, and employee training as needed. All areas of the building, including the exterior will be compliant with legal regulations for security, storage, and tracking.

Hours of Operation

The retail site will be open 7 days per week from 10am to 10 pm, or as permitted by local regulation.

Products and Services

Overall, we will take a strategic small-batch approach to its product provisions. This will allow us to maintain our core values as responsive and data-driven by analyzing sales volumes to quickly remove low-frequency sales items, and provide a continual influx of new product offerings. The store will place an emphasis on providing GRG-exclusive products to boost sales. Data from other U.S. recreational industries suggests that marijuana flower is still the most frequently sold product, so we conclude that this will likely be the case for the Massachusetts market as well. As such, we will maintain a majority focus on flower-related offerings, including basic loose flower sales and premade products such as pre-rolls. Other burgeoning product markets include concentrates and edibles, of which we intend to provide a variety of options.

Aside from retail sales, the physical GRG store will provide only consumer education services in the form of paper and electronically based information and knowledgeable on-site staff to answer any questions about local regulations, safe consumption, and product selection. As previously mentioned, GRG staff will allocate resources to community improvement separate from the stores physical location.

Suppliers

We have negotiated a supply agreement with Commonwealth Cultivation, Inc. The company has agreed to provide us with priority product provisions, meaning that we have first rights to purchase, including up to 100% of their available product as needed. Commonwealth Cultivation maintains the right to sell any excess product to competing retailers. Suppliers for concentrates and edibles are being negotiated as their licenses are approved. We will prioritize utilization of local companies whenever possible.

Management

We believe our management will give our business the superior edge over our competition when it comes to sales, strategy, marketing, providing quality products, and customer service.

Our team will be led by Paul Aronofsky. Paul was born and raised in Brooklyn, New York. Upon graduating from Hofstra University as a Business major, Paul initially traded stocks for a firm on Wall Street. In the mid 1980's, after a number of years on Wall Street, Paul transitioned to the real estate business purchasing multi-family buildings in Brooklyn. He has owned and managed these properties since the inception of his firm.

In 2015, Paul began investing in Berkshire County. He currently owns both commercial and residential properties in Brooklyn, New York as well as Pittsfield and Lee in Massachusetts.

Paul believes in diversification. When he is presented with an interesting business opportunity, even if outside of real estate, Paul will consider, and take under advisement, the long-term outcome of the investment. Two years ago, Paul invested in a Medical Marijuana business in Massachusetts. Now that recreational marijuana is legal in Massachusetts, his

current business ventures include owning a retail business and investing in a cultivation facility in a 33,000 square foot building in Pittsfield, MA.

Financial Management

As required by law, GRG will implement all aspects of the “Seed to Sale” tracking system. Several basic systems will be implemented to prevent any fraud or theft, including:

- ☐ Full daily product and cash inventory verified and signed by a) the manager on duty, and b) a secondary employee. We will require that the pairing of manager on duty and secondary employee be regularly varied to prevent and/or identify collusion.
- ☐ Daily comparison of sales records, cash drawers, and reported inventory to check for discrepancies. This duty will be fulfilled by a third employee, and will be executed by upper level management whenever possible.
- ☐ Public posting of anonymous tip lines for employees to report potential fraud or theft.
- ☐ Regular review of security footage.
- ☐ All marijuana products will be kept in locked displays or counters to prevent consumer theft.

All information from the Seed to Sale system and company-specific policies will be meticulously secured in an outside system. This data can then be transferred into our bookkeeping software to track all sales, payroll, expenses, taxes, etc. The data will also be routinely analyzed to assess potential malfeasance, procedural errors, and company improvements.

For initial investment costs, please refer to the appendix for charts explaining startup costs and cash flow analysis. This will demonstrate the upfront costs required for building modifications, POS and security systems, initial product inventory, etc.

Marketing

Market Analysis

The broad market for GRG will be adults aged 21+ in the Berkshire County area. The median age of Berkshire County residents is 46.1, with the three largest adult age groups consisting of 45-54 (13.9%), 65-74 (10.9%), and 35-44 (9.7%) (US Census Bureau, 2016). Older adults are more likely to have discerning tastes and requirements for their marijuana purchases, which is why GRG has selected small-batch cannabis as its general go-to-market strategy.

Market Segmentation

GRG has identified 4 interrelated market segmentations: daily vs. occasional consumers, and quality vs. quantity consumers. We assume a general relationship between the 4 segments, such that daily consumers will be most sensitive to prices and occasional consumers will be most sensitive to product quality. We will strive to address each of these major segments by providing a selection of high quality marijuana products at various price points.

Competition

Given the nascent nature of the Massachusetts recreational marijuana market, direct analysis of competition is not possible. However, the Cannabis Control Commission has periodically released licensure application data by county. Seven licensure applications for Berkshire County have been provisionally approved as of October 18, 2018, and a total of 9 other complete applications have been submitted to the Commission. An analysis of other U.S. recreational marijuana markets suggest that most retailers take a quantity over quality approach to sales, which we believe will also be the case in Massachusetts. Other retailers taking this approach will allow our business to continue to thrive within our target demographic of discerning consumers, much like the craft brewing industry.

Pricing

We plan to have our pricing be very competitive with other retailers as people demand and want affordable access to quality product. We plan on utilizing a broken-down scale for pricing which will be determined in the quantities sold; gram, eighth of an ounce, quarter of an ounce, half ounce, and full ounces. All our concentrates will be sold in grams.

Advertising and Promotion

The Massachusetts Cannabis Control Commission has placed heavy restrictions on the use of advertising and promotion for marijuana products. G intends to consult with industry experts and lawyers to determine best practices to appropriately advertise our company. Given the restrictions, we intend to first develop sales via word of mouth by providing superior products, customer service, and a memorable shopping experience. Promotions will be focused on our retaining our existing customer base through in-store advertising, website promotions, and customer e-mail lists, which ensures that 85% or more of our advertising audience is aged 21+, as required by law.

Strategy and Implementation

As mentioned, GRG has already negotiated and entered into a Host Community Agreement with the town of Great Barrington. Our team will now be working toward receiving a Provisional License from the Cannabis Control Commission. Upon receipt of a Provisional License, the company will begin work on the interior portion of the building and obtaining additional supply agreements from other local providers. We will strive to be ready for opening as soon as the final license is approved.

Plan for Obtaining Liability Insurance

This document outlines Green Railroad Group, Inc.'s plan to obtain liability insurance in relation to the Retail Marijuana Establishment license for which it is applying.

Purpose

The purpose of this plan is to outline how Green Railroad Group, Inc. ("GRG") will obtain and maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

Research

GRG has contacted and engaged with multiple insurance providers offering General and Product Liability Insurance coverage to ensure compliance with the amounts required under 935 CMR 500.105(10). These providers are established in the legal marijuana industry. We are continuing these discussions with the insurance providers and will engage with the provider who best suits the needs of the company once we receive a Provisional License. One of those quotes is attached to this document but we will continue to do our due diligence to ensure we are properly covered under applicable state law and regulation.

Plan

Once GRG receives its Provisional Marijuana Establishment License we will engage with an insurance provider who is experienced in the legal marijuana industry. All coverage will be in accordance with 935 CMR 500.105(10).

GRG will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.

The deductible for each policy will be no higher than \$5,000 per occurrence.

In the event that GRG cannot obtain the required insurance coverage, GRG will place a minimum of \$250,000 in an escrow account. These funds will be used solely for the coverage of liabilities.

GRG will replenish this account within ten business days of any expenditure.

GRG will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission upon request.



Insuring since 1844

Green Railroad Group Inc

To Whom it May Concern,

Ahrens, Fuller, St. John, & Vincent Insurance Inc will be offering \$1 million in General Liability, \$2 million Product Liability, and \$1million in Employers Liability Insurance to Green Railroad Group Inc upon the issuance of the Provisional Marijuana Retail License through The Cannabis Control Commission. The coverage will be written through CannaSure Insurance Company

Sincerely

Brian Vincent

Vice President

AFS&V Insurance Inc

Energy Compliance Plan

At all times, Green Railroad Group, Inc.'s ("GRG") Retail Marijuana Establishment will satisfy minimum energy efficiency and conservation standards as required by the Commission and in accordance with 935 CMR 500.105(15). GRG will strive to reduce energy demand, including by not limited to, the following:

- Use of natural lighting where feasible;
- Purchase and installation of LED lights, where feasible;
- Utilization of advanced and energy efficient HVAC systems;
- Insulated glazing;
- New building insulation, where feasible; and
- New exterior doors.

The project will be in compliance with the International Building Code's requirements for sustainable and energy conservation in construction. GRG will work closely with the utility to create and execute an energy savings plan, including:

- Understanding of how we consume energy through analysis generation;
- Compare our operation with similar businesses and act accordingly;
- Solicit customized energy improvement recommendations from professionals and determine how and if such recommendations can be incorporated into our business plan; and
- Identify cost incentives through utility energy programs, such as Mass Save programs to explore financial incentives for energy efficiency and demand reduction measures.

Maintaining of Financial Records

Green Railroad Group, Inc.'s ("GRG") policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends 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 corporation.

GRG only plans to be licensed as a Marijuana Establishment retailer and not a medical center. Additionally, GRG will implement separate accounting practices for marijuana and non-marijuana sales pursuant to 935 CMR 500.140(5)(f).

GRG will conduct monthly sales equipment and data software checks and initiate reporting requirements for discovery of software manipulation as required by 935 CMR 500.140(5)(d). GRG will not utilize software or other methods to manipulate or alter sales data in compliance with 935 CMR 500.140(5)(c). GRG will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. GRG will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If GRG determines that software had been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data we will: disclose the information to the Commission; cooperate with the Commission in an investigation relative to data manipulation; and take other action as directed by the Commission to comply with the applicable regulations. Pursuant to 935 CMR 500.140(6)(e), GRG will comply with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements.

GRG financial records will be available for inspection by the Commission, upon request. The financial records will be maintained in accordance with generally accepted accounting principles. Following the closure of GRG, all records will be kept for at least two years at the expense of GRG and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Financial records shall be kept for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(5)(e).

Personnel Policies

It is Green Railroad Group, Inc.'s ("GRG") policy to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotions, transfers, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. GRG will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law.

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

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of GRG that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. GRG will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including key state and local laws.

GRG will maintain records of compliance with all training requirements pursuant to 935 CMR 500.105(2). The records will be maintained for four years and GRG will make the records available for inspection upon request. All of our employees will receive the training required for the license under which the agent is registered, including, without limitation, with respect to patient privacy and confidentiality requirements, which may result in instances that would require such an agent to participate in more than 8 hours of training.

All GRG policies will include a staffing plan and corresponding records in compliance with 935 CMR 500.105(1)(i) and ensure that all employees are aware of the alcohol, smoke, and drug-free workplace policies in accordance with 935 CMR 500.105(1)(k). GRG will also implement policies to ensure the maintenance of confidential information pursuant to 935 CMR 500.105(1)(l). GRG will enforce a policy for the dismissal of agents for prohibited offenses including but not limited to diversion of marijuana, unsafe practices, or a conviction or guilty pleas for a felony charge of distribution to a minor according to 935 CMR 105(1)(m).

All GRG employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by GRG and complete a

Green Railroad Group, Inc.
Management and Operations Profile
Operating Policies and Procedures

Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

Qualifications and Training

Pursuant to 935 CMR 500.105(2)(a) Green Railroad Group, Inc. (“GRG”) will ensure all dispensary agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function. Dispensary agents will be trained for one week before acting as a dispensary agent. At a minimum, staff shall receive eight hours of on-going training annually. New dispensary agents will receive employee orientation prior to beginning work with GRG. Each department managed will provide orientation for dispensary agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of GRG that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a “responsible vendor” require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. GRG will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

All employees will be registered as agents, in accordance with 935 CMR 500.030. All GRG employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All registered agents of GRG shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in dispensary agents file. Training records will be retained by GRG for at least one year after agents’ termination. Dispensary agents will have continuous quality training and a minimum of 8 hours annual on-going training.

Record Keeping Procedures

Green Railroad Group Inc.'s ("GRG") records will be available to the Cannabis Control Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to, job descriptions for each employee, organizational charts, staffing plans, personnel policies and procedures and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with GRG, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.104(9)(f), as required under 935 CMR 500.105(12).

GRG will also keep all waste disposal records as required by 500.105(12), including record keeping procedures. GRG will ensure that at least 2 Marijuana Establishment Agents witness and document how the marijuana waste is disposed or otherwise handled in accordance with 935 CMR 500.105(12). When the marijuana products or waste is disposed or handled, GRG will create and maintain a written or electronic record of the date, the type, and quantity disposed or handled, the manner of disposal or other handling, the location of the disposal or other handling, and the names of the Agents present during the disposal or handling, with their signatures. GRG will keep these records for at least 3 years.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at the expense of GRG and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g). In accordance with 935 CMR 500.105(9), records of GRG will be available for inspection by the Commission upon request. GRG's records will be maintained in accordance with generally accepted accounting principles. GRG will have all required written records and available for inspection, including all written operating procedures as required by 935 CMR 500.105(1) and business records as outlined by 935 CMR 500.105(9)(e).

Separating Recreational from Medical Operations

Green Railroad Group, Inc. (“GRG”) does not intend to sell medical marijuana or marijuana products to registered qualifying patients. As a result, GRG will not need to separate its recreational operations from its medical operations because it will only be participating in retail recreational operations.

To verify an individual’s age, a GRG Agent must receive and examine from the individual one of the following authorized government issued ID cards: Massachusetts issued driver’s license; Massachusetts issued ID card; Out-of-state driver’s license or ID card (with photo); Passport; or U.S. Military ID. To verify the age of the individual the Agent will use an Age Verification Smart ID Scanner that will be supplied by GRG. If for any reason the identity of the customer or the validity of the ID is in question, the individual will not be granted access to the facility.

GRG will train all Retail and Security Agents on the verification and identification of individuals. All Agents will enroll in and complete the Responsible Vendor Training Program when it is available. This curriculum will include: Diversion prevention and prevention of sales to minors; and Acceptable forms of identification, including how to check identification, spotting false identification, provisions for confiscating fraudulent identifications, and common mistakes made in verification.

GRG will have limited access areas identified with clear signage designating the access point for authorized personnel only, pursuant to 935 CMR 500.110(4). Identification badges will be required to be worn at all times by GRG employees while at the facility or engaged in transportation. GRG will positively identify all individuals seeking access to the facility to limit access solely to individuals 21 years of age or older.

While at the facility or transporting marijuana for the facility all GRG Agents must carry their valid Agent Registration Card issued by the Commission. All GRG Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card. All outside vendors, contractors and visitors shall be required to wear visitor badges prior to entering limited access areas and shall be displayed at all times. Visitors shall be logged in and out and be escorted while at the GRG facility. The visitor log will be available for inspection by the Commission at all times. All visitor badges will be returned to GRG upon exit.

The following individuals shall be granted immediate access to the facility: Representatives of the Commission in the course of responsibilities authorized by Chapter 334 of the Acts of 2016, as amended by Chapter 55 of the Acts of 2017 or 935 CMR 500.000; representatives of other state agencies in the Commonwealth; emergency responders in the course of responding to an emergency; and law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.

All Limited Access areas will be clearly described by the filing of a diagram of the registered premises, as determined by the Commission, reflecting, where applicable, entrances and exits, walls, partitions, vegetation, flowering, processing, production, storage, disposal and retail sales areas. Access to Limited Access areas will be restricted to employees, agents or volunteers specifically permitted by GRG, agents of the Commission, state and local law enforcement and

Green Railroad Group, Inc.
Management and Operations Profile
Operating Policies and Procedures

emergency personnel. All GRG employees will visibly display an employee identification badge issued by GRG at all times while GRG's Marijuana Establishments or transporting marijuana.

Procedures for Quality Control and Testing of Product

Green Railroad Group, Inc. (“GRG”) will never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160, including testing of marijuana products and environmental media. GRG will implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by GRG for at least one year. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to GRG by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). GRG will never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

In accordance with 935 CMR 500.130(2), GRG will prepare, handle and store all edible marijuana products in compliance with the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. In addition, GRG’s policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination.

All products sold by GRG will be sure to meet all labeling and packaging requirements for edible marijuana products pursuant to 935 CMR 500.150(3). In accordance with 935 CMR 150(4), no marijuana products will be sold that have potency levels exceeding those outlined by the Cannabis Control Commission (“CCC”) of single serving edible products or in a single package of multiple edible marijuana products.

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

All GRG agents whose job includes contact with marijuana or nonedible marijuana products is subject to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. All GRG agents working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including personal cleanliness and thorough handwashing. The hand-washing facilities will be adequate and convenient with running water at a suitable temperature and conform with all requirements of 935 CMR 500.105(3)(b)(3).

Green Railroad Group, Inc.
Management and Operations Profile
Operating Policies and Procedures

GRG will provide sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations, in accordance with 935 CMR 500.105(3)(b)(4). Litter and waste will be properly removed and disposed of and the operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12). The floors, ceilings and walls will be constructed in a way that allows them to be adequately cleaned and in good repair. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition in compliance with 935 CMR 500.105(3)(b)(9). All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products.

Pursuant to 935 CMR 500.105(3)(b)(11), GRG's water supply will be sufficient for necessary operations able to meet our needs. The plumbing requirements of 935 CMR 500.105(3)(b)(12) will be met through adequate size and design and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the GRG facility. GRG will also provide our employees with adequate, readily accessible toilet facilities that are maintained in sanitary condition and in good repair. All products that can support the rapid growth of undesirable microorganisms will be held in a manner that prevents the growth of these microorganisms.

GRG will ensure all batches of Marijuana and MIPs available for sale have been tested, by an independent testing laboratory pursuant to 935 CMR 500.160. All products shall be tested for the cannabinoid profile and for contaminants as specified by the CCC, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides.

Environmental media will be tested in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Department of Public Health pursuant to 935 CMR 500.160(1). All testing results will be maintained by GRG for no less than one year in accordance with 935 CMR 500.160(3).

Samples that pass testing will be packaged for use or utilized in MIPs.

Samples that fail testing will be reported and destroyed. Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

Diversity Plan

Green Railroad Group, Inc. (“GRG”) believes that a work environment that fosters diversity and acceptance of cultural and ethnic differences from the rank-and-file workers through its management team brings strength, multi-faceted vision and added creativity to every day decision-making processes. Our company is committed to promoting equity in the workforce and including veterans, LGBTQ+ community, people with disabilities, and others in the makeup of its employees.

GRG is committed to achieving our goals of a positive, diverse and inclusive workforce and environment. We will do this by creating a safe, accepting and respectful work environment and empowering our human resource team to ensure that this is achieved through the development of appropriate policies and procedures. We will encourage and provide open communication between employees and management. Additionally, we will strive to attract a diverse workforce and will work with our greater community to make sure this goal is realized.

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

Goal #1: Recruitment and Hiring: It will be GRG’s mission to recruit and hire a diverse group of employees while also promoting equity among all individuals.

Proposed Initiative: As part of its hiring plan, GRG will seek to employ a workforce that consists of at least 50% individuals who identify as women, and 20% of individuals who identify as minorities, people with disabilities, and LGBTQ+ individuals (collectively referred to herein as the “Plan Population”). GRG is committed to recruiting and hiring a diverse group of employees while promoting equity among all individuals. The Human Resources team will stay current on all laws and regulations in Massachusetts and those specific to the Cannabis Control Commission regulations. An important role of the Human Resources manager will be to ensure that GRG is making every reasonable effort to attract a diverse field of candidates for job openings through gender-neutral job descriptions, while also utilizing such tools as a company website that will serve as resource for the identification and advertisement of employment opportunities within the organization. We will also distribute notices of openings through community contacts, public service groups, minority and veterans associations and organizations, relevant trade groups, and other community-advertisement mechanisms. Announcements regarding employment opportunities shall be made when GRG has jobs to fill within the company. GRG shall adhere to the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices for marijuana establishments in the Commonwealth.

Green Railroad Group, Inc.
Operating Policies and Procedures
Diversity Plan

GRG will also participate in a minimum of two job fairs annually, with an emphasis on those specific to our industry, to help identify a proper workforce. We will use blind hiring policies and criteria when selecting qualified candidates for all positions. The same policies and procedures outlined here will apply when soliciting and contracting with local third-party vendors to provide goods and services to GRG. GRG will annually track and record the number of job fairs it participates in and the number of employees in its workforce that fit into the Plan Population.

Metrics and Evaluation: To ensure compliance with this goal, GRG will annually track and record the number of job fairs it participates in and the percentage of employees in its workforce who are fall within the Plan Population. GRG will use those metrics to assess its plan each year to demonstrate proof of success or progress and document said information in a report submitted to the Commission at least 60 days prior to the annual license renewal date.

Goal #2: Inclusion: Create a safe, accepting and respectful work environment

Proposed Initiative: To accomplish this goal, GRG will require one annual cultural sensitivity training for all employees including specific training for employees in management positions. Employees will be asked to fill out annual engagement surveys which will elicit feedback on GRG's work environment. Employees will be able to provide feedback to GRG at any time through the use of an anonymous suggestion box outside management offices for any employee who wishes to leave a suggestion but remain anonymous when doing so. This box will remain locked, so any suggestions left inside cannot be tampered with.

Metrics and Evaluation: GRG will collect and consider the feedback from the surveys and suggestion box with a goal of having at least 85% of our employees describe GRG as a safe, accepting, and respectful work environment. All comments and feedback will be documented and reviewed by senior management staff. GRG will conduct engagement surveys annually and review the results of these surveys within a month of administering them. The suggestion box will be checked at least on a weekly basis by either the CEO, COO, or approved corresponding human resources management of the company. The senior management staff, will identify the top 3-5 areas for improvement and, in collaboration with the GRG employees, develop goals (short and long term) on how to address those areas of development. This review of feedback and engagement surveys will enable GRG to demonstrate to the Commission the success of its progress upon the renewal of its license each year.

Conclusion:

GRG will conduct continuous and regular evaluations of the implementation of our goals as outlined in this document to ensure our recruitment policies are reflected in our applicant pool and that our work place environment is reflected in our goals. It is important that we elicit feedback from our employees on a regular basis. If there are any shortcomings on the part of management in providing the diverse, inclusive, sensitive and safe environment for which we

Green Railroad Group, Inc.
Operating Policies and Procedures
Diversity Plan

strive we will want those identified and addressed. The opinions of our employees will be a major measure of our success or failure. At any point if we identify a deficiency in our plan and execution we will ensure that we retool our policies to ensure better outcomes to reach the goals outlined here.