Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282296
Original Issued Date: 05/11/2020
Issued Date: 05/11/2020
Expiration Date: 05/11/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: EOS-Bittersweet LLC
Phone Number: 914-960-0469
Email Address: suehiko@935cmr500.com

Business Address 1: 1107 Barker Road
Business City: Pittsfield
Business State: MA
Business Zip Code: 01201

Business Address 2:

Mailing Address 1: 15 Charisma Drive
Mailing City: Pittsfield
Mailing State: MA
Mailing Zip Code: 01201

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 13.4
Percentage Of Control: 13.4
Role: Executive / Officer
Other Role: Chief Operating Officer

Date generated: 12/03/2020
First Name: Suehiko  Last Name: Ono  Suffix:
Gender: Male  User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 17.8  Percentage Of Control: 17.8
Role: Executive / Officer  Other Role: Chief Executive Officer
First Name: Koe Ju  Last Name: Song  Suffix:
Gender: Male  User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 13.4  Percentage Of Control: 13.4
Role: Owner / Partner  Other Role:
First Name: Sharon  Last Name: Herzing  Suffix:
Gender: Female  User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 37.2  Percentage Of Control: 37.2
Role: Owner / Partner  Other Role:
First Name: Raymond  Last Name: Chang  Suffix:
Gender: Male  User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 93  Percentage of Ownership: 93

Entity Legal Name: EOS Farm LLC  Entity DBA:  

Entity Description: Parent Company  

Foreign Subsidiary Narrative:

Entity Phone: 914-960-0469  Entity Email: suehiko@935cmr500.com  Entity Website: www.eosfarm.biz

Entity Address 1: 68 Dalton Avenue  Entity Address 2:  

Entity City: Pittsfield  Entity State: MA  Entity Zip Code: 01201

Entity Mailing Address 1: 15 Charisma Drive  Entity Mailing Address 2:  

Entity Mailing City: Pittsfield  Entity Mailing State: MA  Entity Mailing Zip Code: 01201

Relationship Description: EOS Farm LLC holds controlling majority (93%) interest in EOS-Bittersweet LLC. EOS-Bittersweet LLC is a Massachusetts limited liability company consisting of EOS Farm LLC and Berkshire Bittersweet LLC. The managers of EOS Farm LLC, John Song and Suehiko Ono, are also the managers of EOS-Bittersweet LLC. Berkshire Bittersweet LLC is an equal partnership

Date generated: 12/03/2020  Page: 2 of 9
consisting of David Halley and Ann Archey organized as a Massachusetts LLC. Berkshire Bittersweet LLC holds a financial interest in EOS-Bittersweet LLC, but it does not hold 10% or more financial interest or exercise 10% or greater control over EOS-Bittersweet LLC.

### Entity with Direct or Indirect Authority 2

<table>
<thead>
<tr>
<th>Percentage of Control</th>
<th>Percentage of Ownership</th>
<th>Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>37.2</td>
<td>37.2</td>
<td>Entity</td>
</tr>
</tbody>
</table>

**Entity Legal Name:** 4D NXT CAPITAL LLC  
**Entity DBA:**  
**Entity Website:**  
**Entity Address 1:** 9 Keeler Farm Way  
**Entity City:** Lexington  
**Entity State:** MA  
**Entity Mailing Address 1:** 9 Keeler Farm Way  
**Entity Mailing City:** Lexington  
**Entity Mailing State:** MA  
**Entity Zip Code:** 02420  
**Entity Mailing Zip Code:** 02420  
**Entity Email:** raymond.n.chang@gmail.com  
**Entity Phone:** 781-808-7371

**Foreign Subsidiary Narrative:**

**Relationship Description:** 4D NXT CAPITAL LLC is a single member LLC, wholly owned by Raymond Chang. 4D NXT CAPITAL LLC is an investor into EOS Farm LLC, which is an investor in EOS-Bittersweet LLC. 4D NXT CAPITAL LLC has a pro-rata voting interest in EOS Farm LLC, which holds controlling interest in EOS-Bittersweet LLC.

**CLOSE ASSOCIATES AND MEMBERS**  
**Close Associates or Member 1**

<table>
<thead>
<tr>
<th>First Name: TRAVIS</th>
<th>Last Name: FACENDA</th>
<th>Suffix:</th>
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<tbody>
<tr>
<td><strong>Describe the nature of the relationship this person has with the Marijuana Establishment:</strong> CHIEF SECURITY OFFICER - HISPANIC, DISABLED VETERAN, HIGHLY DECORATED</td>
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**Close Associates or Member 2**

<table>
<thead>
<tr>
<th>First Name: MATT</th>
<th>Last Name: VIVRETT</th>
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<tbody>
<tr>
<td><strong>Describe the nature of the relationship this person has with the Marijuana Establishment:</strong> CHIEF CULTIVATION OFFICER - 30+ YEARS OF ORGANIC CULTIVATION EXPERTISE</td>
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**Close Associates or Member 3**

<table>
<thead>
<tr>
<th>First Name: ANN</th>
<th>Last Name: ARCHHEY</th>
<th>Suffix:</th>
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<tbody>
<tr>
<td><strong>Describe the nature of the relationship this person has with the Marijuana Establishment:</strong> SMALL FARMER LANDLORD / RESIDENT OF AREA OF DISPROPORTIONATE IMPACT, WOMAN - CONTRIBUTING PORTION OF FARM LAND IN A LEASE WITH LESS THAN 5% INTEREST IN CAPITAL</td>
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**Close Associates or Member 4**

<table>
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<tr>
<th>First Name: DAVID</th>
<th>Last Name: HALLEY</th>
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<tr>
<td><strong>Describe the nature of the relationship this person has with the Marijuana Establishment:</strong> SMALL FARMER LANDLORD / RESIDENT OF AREA OF DISPROPORTIONATE IMPACT - CONTRIBUTING PORTION OF FARM LAND IN A LEASE WITH LESS THAN 5% INTEREST IN CAPITAL</td>
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**CAPITAL RESOURCES - INDIVIDUALS**  
No records found  
**CAPITAL RESOURCES - ENTITIES**  
**Entity Contributing Capital 1**

<table>
<thead>
<tr>
<th>Entity Legal Name: EOS Farm LLC</th>
<th>Entity DBA:</th>
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<tbody>
<tr>
<td>Email: <a href="mailto:suehiko@gmail.com">suehiko@gmail.com</a></td>
<td>Phone: 914-960-0469</td>
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</tbody>
</table>
Address 1: 68 Dalton Avenue
City: Pittsfield  State: MA  Zip Code: 01201

Types of Capital: Monetary/Equity, Other
Other Type of Capital: in-kind
Total Value of Capital Provided: $156777
Percentage of Initial Capital: 100
Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1
First Name: Suehiko  Last Name: Ono  Suffix: 
Marijuana Establishment Name: EOS-Bittersweet LLC  Business Type: Marijuana Cultivator
Marijuana Establishment City: Pittsfield  Marijuana Establishment State: MA

Individual 2
First Name: Suehiko  Last Name: Ono  Suffix: 
Marijuana Establishment Name: EOS Cultivation LLC  Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Pittsfield  Marijuana Establishment State: MA

Individual 3
First Name: Suehiko  Last Name: Ono  Suffix: 
Marijuana Establishment Name: Organic Chemistry LLC  Business Type: Marijuana Retailer
Marijuana Establishment City: Pittsfield  Marijuana Establishment State: MA

Individual 4
First Name: Koe Ju  Last Name: Song  Suffix: 
Marijuana Establishment Name: EOS Cultivation LLC  Business Type: Marijuana Cultivator
Marijuana Establishment City: Pittsfield  Marijuana Establishment State: MA

Individual 5
First Name: Koe Ju  Last Name: Song  Suffix: 
Marijuana Establishment Name: EOS Cultivation LLC  Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Pittsfield  Marijuana Establishment State: MA

Individual 6
First Name: Koe Ju  Last Name: Song  Suffix: 
Marijuana Establishment Name: Organic Chemistry LLC  Business Type: Marijuana Retailer
Marijuana Establishment City: Pittsfield  Marijuana Establishment State: MA

Individual 7
First Name: Sharon  Last Name: Herzing  Suffix: 
Marijuana Establishment Name: EOS-Bittersweet LLC  Business Type: Marijuana Cultivator
Marijuana Establishment City: Pittsfield  Marijuana Establishment State: MA

Individual 8
First Name: Sharon  Last Name: Herzing  Suffix: 
Marijuana Establishment Name: EOS Cultivation LLC  Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Pittsfield  
Marijuana Establishment State: MA

Individual 9
First Name: Sharon  
Last Name: Herzing  
Suffix:  
Marijuana Establishment Name: Organic Chemistry LLC  
Business Type: Marijuana Retailer
Marijuana Establishment City: Pittsfield  
Marijuana Establishment State: MA

Individual 10
First Name: Raymond  
Last Name: Chang  
Suffix:  
Marijuana Establishment Name: EOS-Bittersweet LLC  
Business Type: Marijuana Cultivator
Marijuana Establishment City: Pittsfield  
Marijuana Establishment State: MA

Individual 11
First Name: Raymond  
Last Name: Chang  
Suffix:  
Marijuana Establishment Name: EOS Cultivation LLC  
Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Pittsfield  
Marijuana Establishment State: MA

Individual 12
First Name: Raymond  
Last Name: Chang  
Suffix:  
Marijuana Establishment Name: Organic Chemistry LLC  
Business Type: Marijuana Retailer
Marijuana Establishment City: Pittsfield  
Marijuana Establishment State: MA

**MARIJUANA ESTABLISHMENT PROPERTY DETAILS**

Establishment Address 1: 1107 Barker Road

Establishment Address 2:

Establishment City: Pittsfield  
Establishment Zip Code: 01201

Approximate square footage of the Establishment: 430000  
How many abutters does this property have?: 16

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

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft.  
Cultivation Environment: Indoor

**FEE QUESTIONS**

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft.  
Cultivation Environment: Indoor

**HOST COMMUNITY INFORMATION**

Host Community Documentation:

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<thead>
<tr>
<th>Document Category</th>
<th>Document Name</th>
<th>Type</th>
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<td>02/11/2020</td>
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Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: $
Plan to Positively Impact Areas of Disproportionate Impact:

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ADDITIONAL INFORMATION NOTIFICATION
Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION
Individual Background Information 1
Role: Owner / Partner
Other Role: CEO
First Name: KOE JU
Last Name: SONG
Suffix: RMD
Association: Not associated with an RMD
Background Question: no

Individual Background Information 2
Role: Owner / Partner
Other Role:
First Name: SHARON
Last Name: HERZING
Suffix: RMD
Association: Not associated with an RMD
Background Question: no

Individual Background Information 3
Role: Owner / Partner
Other Role:
First Name: ANN
Last Name: ARCHEY
Suffix: RMD
Association: Not associated with an RMD
Background Question: no

Individual Background Information 4
Role: Owner / Partner
Other Role:
First Name: DAVID
Last Name: HALLEY
Suffix: RMD
Association: Not associated with an RMD
Background Question: no

Individual Background Information 5
Role: Manager
Other Role:
First Name: TRAVIS
Last Name: FACENDA
Suffix: RMD
Association: Not associated with an RMD
Background Question: no

Individual Background Information 6
Role: Manager
Other Role:
First Name: MATTHEW
Last Name: VIVRETT
Suffix: RMD
Association: Not associated with an RMD

Date generated: 12/03/2020
**Background Question:** no

### Individual Background Information 7

**Role:** Owner / Partner  
**Other Role:** COO

**First Name:** SUEHIKO  
**Last Name:** ONO  
**Suffix:** RMD

**RMD Association:** Not associated with an RMD

**Background Question:** yes

### Individual Background Information 8

**Role:** Other (specify)  
**Other Role:** LENDER / EQUIPMENT PROVIDER

**First Name:** RAYMOND  
**Last Name:** CHANG  
**Suffix:** RMD

**RMD Association:** Not associated with an RMD

**Background Question:** no

### ENTITY BACKGROUND CHECK INFORMATION

#### Entity Background Check Information 1

**Role:** Investor/Contributor  
**Other Role:**

**Entity Legal Name:** 4D NXT CAPITAL LLC  
**Entity DBA:**

**Entity Description:** SINGLE MEMBER LLC

**Phone:** 781-808-7371  
**Email:** RAYMOND.N.CHANG@GMAIL.COM

**Primary Business Address 1:** 9 KEELER FARM WAY  
**Primary Business Address 2:**

**Primary Business City:** LEXINGTON  
**Primary Business State:** MA  
**Principal Business Zip Code:** 02420

**Additional Information:**

#### Entity Background Check Information 2

**Role:** Parent Company  
**Other Role:**

**Entity Legal Name:** EOS FARM LLC  
**Entity DBA:**

**Entity Description:** INVESTOR IN EOS-BITTERSWEET

**Phone:** 914-960-0469  
**Email:** SUEHIKO@GMAIL.COM

**Primary Business Address 1:** 68 DALTON AVENUE  
**Primary Business Address 2:**

**Primary Business City:** PITTSFIELD  
**Primary Business State:** MA  
**Principal Business Zip Code:** 01201

**Additional Information:**

### MASSACHUSETTS BUSINESS REGISTRATION

**Required Business Documentation:**

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<th>Document Category</th>
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**Date generated:** 12/03/2020
Massachusetts Business Identification Number: 001383873

Doing-Business-As Name: EOS FARM

DBA Registration City:

**BUSINESS PLAN**

**Business Plan Documentation:**

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**OPERATING POLICIES AND PROCEDURES**

**Policies and Procedures Documentation:**

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**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

Date generated: 12/03/2020
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 certify that to the best knowledge of any of the individuals listed within this application, there are no background events that have arisen since the issuance of the establishment’s final license that would raise suitability issues in accordance with 935 CMR 500.801.

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

**ADDITIONAL INFORMATION NOTIFICATION**

**Notification:** I Understand

**COMPLIANCE WITH POSITIVE IMPACT PLAN**

No records found

**COMPLIANCE WITH DIVERSITY PLAN**

No records found

**HOURS OF OPERATION**

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<th>To:</th>
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</table>

Date generated: 12/03/2020
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, ____________________________, (insert name) certify as an authorized representative of ________________________________ (insert name of applicant) that the applicant has executed a host community agreement with ________________________________ (insert name of host community) pursuant to G.L.c. 94G § 3(d) on ________________________________ (insert date).

Signature of Authorized Representative of Applicant

Host Community

I, ____________________________, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for ________________________________ (insert name of host community) to certify that the applicant and ________________________________ (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on ________________________________ (insert date).

Signature of Contracting Authority or Authorized Representative of Host Community
Community Outreach Meeting Attestation Form

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

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

1. The Community Outreach Meeting was held on May 23, 2019.

2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on May 14, 2019, which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).

3. A copy of the meeting notice was also filed on May 10, 2019 with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).

4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on May 9, 2019, which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

Initials of Attester: SO
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.
Public Notices

ADVERTISE FOR FREE

Town of Bennington, Vermont

140 South Street
Bennington, VT 05201

Sealed bids are invited for the construction of a pair of sidewalks to be built along the west side of North Street between the intersection of Church Street and Black River Road, within the Town of Bennington, Vermont.

The work to be performed is to construct sidewalks along the west side of North Street between the intersection of Church Street and Black River Road, within the Town of Bennington, Vermont. The work consists of preparing the subgrade, forming, and placing concrete for a total of 100 linear feet of sidewalks. The work is to be performed in accordance with Vermont's Uniform Construction Code and Town of Bennington standards.

Bids will be received electronically or in hard copy at the Office of the Town Administrator, 140 South Street, Bennington, VT 05201. The deadline for submission of bids is 4:00 PM on Wednesday, May 14, 2019. Bids will not be opened.

All bidders must have at least three years of experience in the construction of sidewalks, with a minimum of two successful projects within the past two years. A current Vermont Department of Labor surety bond in the amount of $10,000 is required. Bidders must also submit a copy of their Vermont Department of Labor license and insurance information.

The Town of Bennington reserves the right to reject any or all bids and to award the contract to the most responsible bidder.

The Town of Bennington is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, or disability in employment or the provision of services.

All bidders who require additional information concerning the construction of sidewalks as described above are encouraged to contact the Town of Bennington at 802-442-1515 for further details.

To submit your bid, please contact the Office of the Town Administrator at 802-442-1515 or email townadmin@benningtonvt.com.
EOS Farm LLC

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

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, May 23, 2019, at 4:00 pm at The Berkshire Athenaeum, Pittsfield Public Library, One Wendell Avenue, Second Floor, Pittsfield, MA. The proposed cultivation establishment is to be located at 973 Barker Road, Pittsfield, MA. There will be an opportunity for the public to ask questions.
May 10, 2019

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

Sincerely,

Suehiko Ono, Manager
EOS-BITTERSWEET LLC
An EOS FARM LLC Subsidiary

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

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

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

Under the Code Section 7.852(B), a Special Permit under this section shall be required for any principal or accessory use, or combination of uses, involving the outdoor cultivation of marijuana which exceeds a dedicated marijuana cultivation area of 20,000 square feet. The Special Permit granted by the City of Pittsfield on July 25, 2019 allows indoor cultivation as an "accessory" use with the special permit. On October 18, 2019, the City of Pittsfield provided an additional letter clarifying the accessory indoor use. This letter is attached herein as Exhibit A.

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

EOS intends to operate a Tier 2 (5,001 to 10,000 sq ft canopy) indoor cultivation operation along with a Tier 10 (80,001 to 90,000 sq ft canopy) outdoor cultivation marijuana establishment at 973 Barker Road, Pittsfield, MA 01201 (the "Premises"). The Premises is located in R-43 zoning district within the City of Pittsfield. The Code of the City of Pittsfield allows outdoor cultivation in R-43 zoning district subject to a Special Permit granted by the City of Pittsfield Zoning Board of Appeals.

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

On July 25, 2019, the Zoning Board of Appeals granted EOS the Special Permit. The Special Permit granted by the City of Pittsfield on July 25, 2019 allows indoor cultivation as an "accessory" use with the special permit for outdoor cultivation. On October 18, 2019, the City of Pittsfield provided an additional letter clarifying the accessory indoor use. This letter is attached herein as Exhibit A.
The Company has two (2) years to substantially commence construction under the Special Permit, then the term of the Special Permit is perpetual. There is no requirement to renew the special permit after commencing construction and operations.

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

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

1. City of Pittsfield Engineering curb cut, which consists of one application including:
   A. Driveway apron improvements
   B. City of Pittsfield water connection
   C. City of Pittsfield sewer design and connection
   D. City approval for gas connection from Berkshire Gas Co
   E. City Electrical Inspector approval for electrical connection from Eversource with underground connection within the right of way.

2. Building Permits from the City of Pittsfield building inspector; sub-permits include:
   F. Foundation
   G. Concrete
   H. Main structure
   I. Electric
   J. Gas
   K. Plumbing permit

Building permit includes signs offs from:
   1. City of Pittsfield Electrical Inspector
   2. City of Pittsfield Plumbing Inspector
   3. City of Pittsfield Fire department
   4. City of Pittsfield Tax Assessor

No other approvals or permits are required to satisfy local zoning ordinances and by-laws.
Nate Joyner  
Permitting Coordinator  
City of Pittsfield  
70 Allen Street  
Pittsfield, MA 02101

October 18, 2019

To Whom It May Concern:

The Zoning Board of Appeals for the City of Pittsfield has approved a special permit under Section 7.854 of the Zoning Ordinance to allow the operation of an outdoor marijuana cultivation use at the property located at 973 Barker Road to EOS Farm LLC. The City of Pittsfield Zoning Ordinance allows for outdoor cultivation uses to be conducted in the R-43 and R-20 residential zoning districts with the grant of the special permit. The special permit granted to EOS Farm LLC authorizes the approved use as described in the application materials, including an indoor cultivation space considered to be accessory to the outdoor cultivation use, associated with the notice of special permit, number 2896 recorded with the Pittsfield City Clerk on July 25, 2019.

If necessary I am available to confirm this and can be contacted by phone at (413) 448-9673 or by email at njoyner@cityofpittsfield.org.

Sincerely,

Nate Joyner  
Permitting Coordinator
EOS-BITTERSWEET LLC

An EOS FARM LLC Subsidiary

POSITIVE IMPACT PLAN

SUMMARY

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

GOALS

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

POSITIVE IMPACT PLAN

1. Giving hiring and contracting preference to individuals and businesses that are residents of Pittsfield, MA, an Area Disproportionate Impact;
   1.1. EOS shall recruit heavily from the residents and businesses of Pittsfield, MA, an Area of Disproportionate Impact, for each phase of pre-construction, construction, and business operations.
2. Incubator or accelerator programs:
   2.1. EOS will establish a program to incubate and accelerate small businesses from Areas of Disproportionate Impact.
   2.2. EOS Farm LLC will provide horticultural, business, and vocational training to support the local community of Pittsfield, an Area of Disproportionate Impact.
3. Providing assistance to named non-profits and charities whose missions are improving Pittsfield, MA.
   3.1. Soldier On - a non-profit organization for homeless veterans in Pittsfield, MA, an Area of Disproportionate Impact, whose mission includes providing temporary and permanent housing to veterans (letter enclosed).

4. Plan to promote sustainable, socially and economically reparative practices in the cannabis industry in Pittsfield.
   4.1. EOS will support local food security. EOS will partner with a farm to preserve productive agricultural land in Pittsfield, MA, an Area of Disproportionate Impact.

   4.2. EOS shall operate the cultivation in Pittsfield, MA, an Area of Disproportionate Impact, using sustainable and regenerative farming practices, and it shall work closely with the third-party certification organization, The Cannabis Conservancy, and plan to become “Sun+Earth” certified (letter enclosed).

MEASUREMENTS

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

1. Giving hiring and contracting preference to individuals and businesses that are residents of Pittsfield, MA, an Area Disproportionate Impact;

   1.1. Hiring at least two (2) individuals from Pittsfield, MA, an Area of Disproportionate Impact, or any other Area of Disproportionate Impact before the end of the first license renewal period. EOS will track the number of employees, their hours, their compensation, in order to measure our progress. EOS will also conduct and document qualitative interviews in order to assess our program and seek for ways to improve the program. EOS will network within the community of business leaders and advertise on the internet, emailing groups, and local periodicals directed at the audience of Pittsfield, MA, an Area of Disproportionate Impact, at least two (2) times before the end of the first license renewal period.

   1.2. Contracting at least two (2) businesses from Pittsfield, MA, an Area of Disproportionate Impact, or any other Area of Disproportionate Impact before the end of the first license renewal period. EOS will track the number of businesses, their scope, their compensation, and progress, in order to measure our progress. EOS will also conduct and document qualitative interviews in order to assess our program and seek for ways to improve the program. EOS will network within the community of business leaders and advertise quarterly on the internet, emailing groups, and local periodicals directed at the audience of Pittsfield, MA, an Area of Disproportionate Impact at least two (2) times before the end of the first license renewal period.

2. Incubator or accelerator programs:

   2.1. Number of businesses that obtain training or assistance from the programs; one business before the end of the first license renewal period.
2.2. Number of persons or businesses: entrepreneurs, suppliers, vendors, and enterprises, who mainly exist in disproportionately impacted areas and specifically Pittsfield, MA to join our training and start-up program to enter the marijuana cultivation industry. One business before the end of the first license renewal period. EOS will conduct and document qualitative interviews on applicants and participants in our program and seek for ways to improve the program.

3. Providing assistance to named non-profits and charities whose missions are improving Pittsfield, MA.
   3.1. Soldier On (one non-profit before the end of the first license renewal period).
   3.2. $10,000 before the end of the first license renewal period.
   3.3. 30 man hours before the end of the first license renewal period.

4. Number and subject matter of trainings offered and performed, and to whom; subject matter - one training session on business management and horticulture before the end of the first license renewal period.

5. Number and type of jobs created in the adult-use cannabis industry, Pittsfield, MA, an Area of Disproportionate Impact: Four (4) jobs in adult-use cultivation, before the end of the first license renewal period.

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

- EOS acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and
- Any actions taken, or programs instituted, will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.
October 10, 2019

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

Dear Commission:

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

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

Sincerely,

Bruce Buckley
Chief Executive Officer
May 20, 2019

TO WHOM IT MAY CONCERN:

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

EOS-BITTERSWEET LLC

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

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

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

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

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

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

William Francis Galvin
Secretary of the Commonwealth
CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

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

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau
Certificate of Organization
(General Laws, Chapter )

Identification Number: 001383873

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

2a. Location of its principal office:
No. and Street: 973 BARKER ROAD
City or Town: PITTSFIELD
State: MA
Zip: 01201
Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:
No. and Street: 68 DALTON AVENUE
City or Town: PITTSFIELD
State: MA
Zip: 01201
Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
REAL ESTATE DEVELOPMENT, AND TO ENGAGE IN ANY LAWFUL ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED IN THE COMMONWEALTH OF MASSACHUSETTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: SUEHIKO ONO
No. and Street: 68 DALTON AVENUE
City or Town: PITTSFIELD
State: MA
Zip: 01201
Country: USA

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

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

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
</tr>
</thead>
</table>
| MANAGER | SUEHIKO ONO             | 68 DALTON AVENUE
          |                         | PITTSFIELD, MA 01201 USA                    |
| MANAGER | KOE JU JOHN SONG        | 68 DALTON AVENUE
          |                         | PITTSFIELD, MA 01201 USA                    |

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.
8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
</tr>
</thead>
<tbody>
<tr>
<td>REAL PROPERTY</td>
<td>SUEHIKO ONO</td>
<td>68 DALTON AVENUE PITTSFIELD, MA 01201 USA</td>
</tr>
<tr>
<td>REAL PROPERTY</td>
<td>KOE JU JOHN SONG</td>
<td>68 DALTON AVENUE PITTSFIELD, MA 01201 USA</td>
</tr>
</tbody>
</table>

9. Additional matters:

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

(The certificate must be signed by the person forming the LLC.)
THE COMMONWEALTH OF MASSACHUSETTS

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

May 15, 2019 01:08 PM

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth
A Manager-Managed Limited Liability Company

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

RECITALS

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

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

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

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

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

ARTICLE I
Company Formation and Registered Agent

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

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

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

Suehiko Ono
68 Dalton Avenue
Pittsfield, MA 01201
(a) Vote by Members whose capital interest as defined in Article 2.2 exceeds 90% percent vote for
dissolution; or
(b) Any event which makes it unlawful under the laws of the Commonwealth of Massachusetts for
the business of the Company to be carried on by the Members; or
(c) Any other event causing a dissolution of a Limited Liability Company under the laws of the
Commonwealth of Massachusetts.

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

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

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

973 Barker Road
Pittsfield, MA 01201

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

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

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

ARTICLE 2
Capital Contributions

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

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

ARTICLE 3
Profits, Losses and Distributions

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

3.2 DISTRIBUTIONS. Beginning one year after commencing operations, the Members shall determine and
distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to
herein, shall mean the net cash of the Company available allocated in the following priority:
1. Property taxes
2. Labor costs
3. All city and state licenses
4. All sales taxes, including Adult-Use of Marijuana related taxes
5. Utilities
6. Operating Expenses (includes 5% management fee and reimbursements for out-of-pocket expenses.)
7. Future CAPEX and Operating Expenses, including but not limited to construction of a light-deprivation greenhouse in year 2 of operations.
8. Fixed payment to EOS Farm LLC in an amount that is equal to 200% of all cash and in-kind contributions over 5 years, which starts 12 twelve months after the first revenue.
9. To the Members in proportion to each Member's relative capital interest.

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

ARTICLE 4
Management

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

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

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

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

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

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

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

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

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

**ARTICLE 5
Compensation**

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

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

**ARTICLE 6
Bookkeeping**

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

6.2 **MEMBER’S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member’s capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:
(a) any additional capital contribution made by him/her;
(b) credit balances transferred from his distribution account to his capital account;
and decreased by:
(a) distributions to him/her in reduction of Company capital;
(b) the Member's share of Company losses if charged to his/her capital account.

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

ARTICLE 7
Transfers

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

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

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

Signed and Agreed this 28th day of April 2019.

Member

Suehiko Ono

Member

Ann L. Archer

Member

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

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

Suehiko Ono
15 Charisma Drive
Pittsfield, MA 01201

John Song
68 Dalton Avenue
Pittsfield, MA 01201

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

Signed and Agreed this 28th day of June, 2019.

Member
Suehiko Ono

Member
Ann L. Arches

Member
David E. Halley
EOS-BITTERSWEET L.L.C. OPERATING AGREEMENT
EXHIBIT 2: LISTING OF MEMBERS

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

NAME:                      ADDRESS:

EOS Farm, LLC             68 Dalton Avenue
                          Pittsfield, MA 01201

David E. Halley          973 Barker Road
                          Pittsfield, MA 01201

Ann L. Arcey             30 Salisbury Court
                          Pittsfield, MA 01201

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

Member Sushiko Ono

Member Ann L. Arcey

Member David E. Halley
CAPITAL CONTRIBUTIONS AND PERCENTAGE INTERESTS

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

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

And the numerator for each respective party shall be:

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

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

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

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

SIGNED AND AGREED this 28th day of June, 2019.

Member

Suichiko Ono

Member

Ann L. Archey

Member

David E. Halley
A Manager-Managed Limited Liability Company

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

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

ARTICLE I
Company Formation and Registered Agent

1.1 FORMATION. The Members hereby form a Limited Liability Company ("Company") subject to the provisions of Massachusetts General Laws, Chapter 159C as currently in effect as of this date. A Certificate of Formation shall be filed with the Secretary of State.

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

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

Suehiko Ono
68 Dalton Avenue
Pittsfield, MA 01201

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

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

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

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

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

973 Barker Road
Pittsfield, MA 01201
or at such other place as the Managers from time to time select.

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

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

**ARTICLE 2**

**Capital Contributions**

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

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

**ARTICLE 3**

**Profits, Losses and Distributions**

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

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

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

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

**ARTICLE 4**
Management

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

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

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

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

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

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

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

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

**ARTICLE 5**

**Compensation**

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

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

**ARTICLE 6**

**Bookkeeping**

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

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

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

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

**ARTICLE 7**

**Transfers**

7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the Massachusetts Limited Liability statutes, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.
Notwithstanding the foregoing, Members shall be permitted to assign their interest in the Company to their immediate family members, including children, without the need to comply with the provisions of this Section. Transferees shall be subject to the remaining provisions of this Operating Agreement.

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

Signed and Agreed this 11 day of June 2019

Member

Member

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

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

Suehiko Ono
15 Charisma Drive
Pittsfield, MA 01201

John Song
68 Dalton Avenue
Pittsfield, MA 01201

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

Signed and Agreed this 16th day of June, 2019.

Member

Suehiko Ono

Member

David Ellison

Member

Ann L. Arledge
EOS-BITTERSWEET, LLC, OPERATING AGREEMENT
EXHIBIT 2: LISTING OF MEMBERS

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

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

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

Member
Suchiko Ono
David E. Halley
Member
Ann L. Archey
Member
CAPITAL CONTRIBUTIONS AND PERCENTAGE INTERESTS

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

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

And the numerator for each respective party shall be:

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

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

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

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

SIGNED AND AGREED this ___ day of June, 2019.

Member

Member

Member
January 30, 2019

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

Suehiko,

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

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

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

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

Sincerely,

[Signature]

Ellen Bohn Gitlitz
Executive Vice President
508-656-1490
ebohn@charlesriverinsurance.com
EXECUTIVE SUMMARY

ESTABLISHMENT OVERVIEW

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

LICENSING OVERVIEW

4. The licensee was granted a Host Community Agreement from the City of Pittsfield in July 2019
EOS Farm LLC is providing the crucial capital required so that a local small farmer can enter the adult-use cannabis industry.

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

EOS Farm LLC and EOS-Bittersweet LLC are pursuing certifications as Minority Business Entities.

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

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

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

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

MARKET ANALYSIS

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

ORGANIZATION AND MANAGEMENT

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

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

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

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

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

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

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

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

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

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

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

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

SECURITY

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

COMPLIANCE

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

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

SOCIAL JUSTICE

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

MARKETING AND SALES

EOS will reach compliant license holding manufacturers and retailers to sell its cannabis flower and biomass. EOS will implement its compliant delivery vehicle system to execute the delivery. We will sell in bulk and in consumer packaged products.

PROPOSED TIMELINE

February 2020 – Application Deemed Complete
March 2020 – Provisional license
May 2020 – Final license
June 2020 – Commence operations
July 2020 – First sale

For subsequent years, we expect our harvest supply to become more abundant with a settling of prices but steady tax revenue for the Commonwealth of Massachusetts and the City of Pittsfield.

FINANCIAL PROJECTIONS

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

<table>
<thead>
<tr>
<th>Period</th>
<th>Y0 2020</th>
<th>Y1 2021</th>
<th>Y2 2022</th>
<th>Y3 2023</th>
<th>Y4 2024</th>
<th>Y5 2025</th>
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<tbody>
<tr>
<td>Date</td>
<td>2020</td>
<td>2021</td>
<td>2022</td>
<td>2023</td>
<td>2024</td>
<td>2025</td>
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<tr>
<td>Revenue Total</td>
<td>$5,190,000</td>
<td>$6,600,000</td>
<td>$5,940,000</td>
<td>$5,280,000</td>
<td>$4,620,000</td>
<td>$3,960,000</td>
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<tr>
<td>Gross Profit</td>
<td>$4,535,689</td>
<td>$5,945,689</td>
<td>$5,285,689</td>
<td>$4,625,689</td>
<td>$3,965,689</td>
<td>$3,305,689</td>
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<tr>
<td>Operating Expenses</td>
<td>$464,500</td>
<td>$464,500</td>
<td>$464,500</td>
<td>$464,500</td>
<td>$464,500</td>
<td>$464,500</td>
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<tr>
<td>Operating Profit</td>
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<td>$5,481,189</td>
<td>$4,821,189</td>
<td>$4,161,189</td>
<td>$3,501,189</td>
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<tr>
<td>Corporate Federal Taxes</td>
<td>20%</td>
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<td>$1,096,238</td>
<td>$964,238</td>
<td>$832,238</td>
<td>$700,238</td>
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<tr>
<td>Net Profit</td>
<td>$3,256,951</td>
<td>$4,384,951</td>
<td>$3,856,951</td>
<td>$3,328,951</td>
<td>$2,800,951</td>
<td>$2,272,951</td>
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</tbody>
</table>
EOS-BITTERSWEET LLC
MCN282296

NOTICE: ADDITIONAL INFORMATION REQUIRED | JANUARY 14, 2020

MANAGEMENT AND OPERATIONS PROFILE PACKET

2. Business Plan (Business Plan). The applicant submitted a detailed summary of the establishment’s business plan. 935 CMR 500.101(1) and (2) (required)

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

RESPONSE: Ann Archey and David Halley are not Directors of EOS-Bittersweet LLC.
The purpose of this policy is to ensure compliance with 935 CMR 500 et al, as amended, in order to prevent access to any person under 21 years old, or any other unauthorized person, as well as to protect employees, consumers, and the general public in connection with EOS-BITTERSWEET LLC (the “Company”) marijuana establishment (“ME”) operations.

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

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

At a minimum, the Company shall require:
1. All visitors to ME premises carry a visitor pass at all times while on the premises.
2. Only designated specific Company Agents shall be authorized to issue any visitor passes.
3. The Agent issuing a visitor pass shall positively identify each person entering the establishment using only state or federally issued photo-ID. No person shall be permitted to enter the ME premises before first presenting such ID by a Company Agent who is authorized to issue a visitor pass.
4. Verify the age of the customer using the state or federally issued photo-ID at the point of sales before processing the sales transaction.
5. All visitors to be accompanied by a Company Agent at all times the visitor is on the premises.

In accordance with 935 CMR 500.105(4), the Company shall only use marketing, advertising and branding practices that are not otherwise prohibited in 935 CMR 500.105(4)(b) and that do not jeopardize the public health, welfare or safety of the general public or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old.
EOS-BITTERSWEET LLC (the “Company”) has developed a cultivation methodology based on over 30 years of organic and sustainable agricultural experience. The Company's goal is to hire individuals with the requisite character traits and to train them in this cultivation method.

All marijuana establishment agents shall complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent (“Agent”), and at a minimum, every Agent shall complete within 90 days of hiring the Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, Agents shall receive eight hours of on-going training annually.

**Employee Qualifications.**

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

1. **Master Grower.**

The Master Grower is in charge of overseeing the overall grow operation for all indoor, greenhouse, and outdoor cultivation. He/she maintains the environment for the indoor grow container room and trains others to do the job while he/she is away. The Master Grower is responsible for maintaining the schedule and ensuring the method is followed according to specs and protocols as set forth by EOS-BITTERSWEET LLC. The Master Grower shall be responsible for maintaining daily detailed records that document changes in nutrients, environmental conditions, pests, disease, and lighting, for future reference, guidance, and consistency. The Master Grower shall manage and responsible for all day-to-day cultivation operations, including daily monitoring and management for cultivation, nutrition, irrigation, pests, and disease.

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

2. **Assistant Grower/Cultivation Supervisor**

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

3. **Inventory Manager**

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

The Company prefers but does not require inventory experience from another industry, usually food service or retail.
(4) General Cultivation Staff

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

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

The Company will look for the following qualifications:

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

**Training Upon Hiring.**

1. Orientation to company culture and policies.
2. Within 90 days of hiring, Responsible Vendor Program as required by 935 CMR 500.105(2)(b).
3. Security and workplace safety training.
4. Record keeping and compliance training.
5. Technical training
   a. Planting
   b. Trellising
   c. Pruning
   d. Harvesting
   e. Trimming
On-going Training.

6. Annual Responsible Vendor Program as required by 935 CMR 500.105(2)(b) prior to each employee’s hiring anniversary date.
7. Quarterly record keeping and compliance training.
a. Soil science and microbiology
b. Nutrient balancing
c. Irrigation
d. Botany/Horticulture
e. Composting
The purpose of this policy to ensure that EOS-BITTERSWEET LLC (the “Company”) is fully compliant with relevant state and local law, including but not limited to 935 CMR 500.105(9), regulating Company records in a manner that does not endanger the Company’s proprietary and private information, or public health and safety.

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

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

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

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

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

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

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

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

4. In the event the Company ceases business operations, the Company shall keep all records for at least two years at the expense of the Company and in a form and location acceptable to the Commission.

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

<table>
<thead>
<tr>
<th>Record Type</th>
<th>Retention Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable ledgers and schedules</td>
<td>7 years</td>
</tr>
<tr>
<td>Accounts Receivable ledgers and schedules</td>
<td>7 years</td>
</tr>
<tr>
<td>Annual Audit Reports and Financial Statements</td>
<td>Permanent</td>
</tr>
<tr>
<td>Annual Audit Records, including work papers and other documents that relate to the audit</td>
<td>7 years after completion of audit</td>
</tr>
<tr>
<td>Annual Plans and Budgets</td>
<td>2 years</td>
</tr>
<tr>
<td>Bank Statements and Canceled Checks</td>
<td>7 years</td>
</tr>
<tr>
<td>Employee Expense Reports</td>
<td>7 years</td>
</tr>
<tr>
<td>General Ledgers</td>
<td>Permanent</td>
</tr>
<tr>
<td>Interim Financial Statements</td>
<td>7 years</td>
</tr>
<tr>
<td>Notes Receivable ledgers and schedules</td>
<td>7 years</td>
</tr>
<tr>
<td>Investment Records</td>
<td>7 years after the sale of investment</td>
</tr>
<tr>
<td>Credit card records (documents showing customer credit card number)</td>
<td>2 years</td>
</tr>
<tr>
<td>Employee Deduction Authorizations</td>
<td>4 years after termination</td>
</tr>
<tr>
<td>Payroll Deductions</td>
<td>Termination + 7 years</td>
</tr>
<tr>
<td>Document Type</td>
<td>Retention Period</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>W-2 and W-4 Forms</td>
<td>Termination + 7 years</td>
</tr>
<tr>
<td>Garnishments, Assignments, Attachments</td>
<td>Termination + 7 years</td>
</tr>
<tr>
<td>Labor Distribution Cost Records</td>
<td>7 years</td>
</tr>
<tr>
<td>Payroll Registers (gross and net)</td>
<td>7 years</td>
</tr>
<tr>
<td>Time Cards/Sheets</td>
<td>2 years</td>
</tr>
<tr>
<td>Unclaimed Wage Records</td>
<td>6 years</td>
</tr>
</tbody>
</table>
The purpose of this policy to ensure that EOS-BITTERSWEET LLC (the “Company”) fully complies with relevant state and local laws, including but not limited to, 935 CMR 500.105, in order to hire, train, and protect the interests of the Company, its employees, and its customers in a manner consistent with public health and safety.

The Company’s personnel policies are designed to build an industry-leading workforce with strong values founded in state regulatory compliance, consumer safety, personal excellence, and responsibility to the community.

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

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

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

The applicant for an Agent Card shall be:

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

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

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant’s driver’s license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
6. Background information, including, as applicable:
a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;

c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;

d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant;

7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and

8. Any other information required by the Commission.

9. A Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom the Marijuana Establishment seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.

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

1. The Company mission and values
2. Agent Registration requirements and instructions
3. MA Adult Use Regulatory compliance
4. Standards of conduct
5. Information on the “Responsible Vendor Program” as required by 935 CMR 500.105(2)(b)
6. Work attendance and punctuality
7. Protocols for requesting time off and sick days
8. Standards for attire and personal hygiene
9. Email/internet usage and monitoring
10. Social media
11. Protection of confidential information
12. Workplace security and safety policies, i.e., security protocols, emergency protocols, zero-tolerance weapons at work policy.
13. Zero-tolerance workplace drug and alcohol policy, including drug testing policy.
14. Disciplinary protocols, including a policy for the immediate dismissal of any marijuana establishment agent who has:

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

15. Information for employee compensation and benefits

The Company’s Agent compensation strategy may provide, to the extent possible, living wages, health, vision, and dental insurance, paid vacation and sick time, and matching 401(K). Minimum starting wages shall be $15/hour.

Every 6 months, the Company managers shall conduct comprehensive, written Agent performance reviews focusing on highlighting agent strengths. These written reviews shall be the basis for compensation increases and/or advancement.

The Company shall ensure that all personnel policies adhere to Massachusetts and federal labor laws. The Company is an equal opportunity employer, and shall aggressively pursue it’s written diversity plan and plan to positively impact the community through the Company’s hiring and promotion practices.
The purpose of this policy is to ensure compliance with 935 CMR 500.105(9) regulating the maintenance of records in order to accurately track inventory, and necessary operating and business records, to report to the Commission, and to prevent diversion of marijuana and marijuana products as well as to protect the general public in connection with EOS-BITTERSWEET LLC (the “Company”) marijuana establishment operations.

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

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

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

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

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

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

The records of the Company shall be maintained in accordance with generally accepted accounting principles.

Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

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

5. The Company shall maintain video surveillance monitoring footage in accordance with 935 CMR 500.110.

6. Pursuant to 935 CMR 500.105(13)(c)1.b., documentation that vehicles used to transport marijuana and/or marijuana products are properly registered, inspected, and insured in the Commonwealth;

7. Pursuant to 935 CMR 500.105(13)(f)5., the Company shall retain all transportation manifests for no less than one year and make them available to the Commission upon request.

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

9. Waste disposal records as required under 935 CMR 500.105(12);

10. Pursuant to 935 CMR 500.105(7)(c), the Company shall maintain all documentation related to an incident that is reportable pursuant to 935 CMR 500.110(7)(a) for not less than one year or the duration of an open investigation, whichever is longer, and which shall be made available to the Commission and law enforcement authorities acting upon request; and

11. In the event the Company ceases business operations, the Company shall keep all records for at least two years at the expense of the Company and in a form and location acceptable to the Commission.
EOS BITTERSWEET LLC
An EOS FARM LLC Subsidiary

QUALITY CONTROL
STANDARD OPERATING PROCEDURES

SUMMARY

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

GOAL

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

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

PLAN

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

- Prevention: When the Company first begins cultivating from seeds and clones, agents will provide the best environment, nutrients, and environment to prevent disease and/or contamination.
- Identification: Agents will examine plants twice daily during the ongoing operations and all stages of cultivation. Agents will examine plants for signs of contamination, i.e., mildew, mold, or pests. Company agents will also identify any male plants or signs of stress or disease.
- Testing: The Company agents shall visually inspect marijuana during and after harvest for signs of contamination before transport to the Independent Testing Laboratory (“ITL”). The Company will use MCR Labs and any other ITL licensed for testing Adult Use marijuana and marijuana products to perform testing.
- Isolation and removal: Agents will isolate and remove any plants that are contaminated, diseased, male, or otherwise harmful to the crop.
Destruction: Agents shall destroy them in accordance with storage and waste disposal requirements pursuant to 935 CMR 500.105(11) & (12).

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

- process the leaves and flowers of the female marijuana plant only, which shall be:
  1. Well cured and generally free of seeds and stems;
  2. Free of dirt, sand, debris, and other foreign matter;
  3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
  4. Prepared and handled on food-grade stainless steel tables; and
  5. Packaged in a secure area.

- All Company marijuana establishment agents whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements

- All Company marijuana establishment agents working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
  1. Maintaining adequate personal cleanliness; and
  2. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.

- Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;

- There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;

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

- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
• There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;

• Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;

• All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;

• All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products;

• All water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;

• Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;

• A Marijuana Establishment shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;

• Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and

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

• All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

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

• No marijuana product, including marijuana, shall be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.
Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November, 2016, published by the DPH. Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

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

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

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

MEASUREMENT

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

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

DIVERSITY PLAN

SUMMARY

EOS-BITTERSWEET LLC, a subsidiary of EOS Farm LLC, (“EOS” or the “Company”) shall promote equity among the following populations:

1. Minorities
2. Women
3. Veterans
4. People with disabilities;
5. People from the LGBTQ+ community

GOALS

All staff of EOS are required to follow this Diversity Plan. Specifically, the EOS goal is to increase the number of individuals within these populations that have the tools or opportunities they need to be successful in the cannabis industry. EOS believes that true inclusion begins by working side by side. EOS first goal is to attract and hire persons from all populations in order to build our community and further strengthen the diversity within our community, inside and outside of our company. Furthermore, EOS believes that a real diversity of world-views and life-experiences are essential for growth and creativity within any organization.

EOS will establish specific goals to promote equity for the above-listed groups in the operations of the Marijuana Establishment, which means to attract, contract, hire, promote, and retain board members, contractors, executives, employees, managers, and service providers. EOS will provide everyone with the tools and opportunities they need to succeed.

The goals will include but not be limited to the following:

1. Increasing the number of individuals falling into the above-listed demographics working in the establishment and providing tools to ensure their success;
2. Increasing the number of individuals falling into the above-listed demographics in management and executive positions in the establishment and providing tools to ensure their success.
3. Providing access for and assisting individuals falling into the above-listed demographics to achieve their goal of entering the adult-use marijuana industry; and
4. Increasing the number of businesses owned by individuals falling into the above-listed demographics that can contract or otherwise do business with Marijuana Establishments.

THE PROGRAM

EOS is committed to equity. The Company was established by people of color. The Company values the diversity of perspective and world views as a means to promote creativity. Therefore, the Company intends to place recruiting priority and minimum hiring quotas to draw from the above listed populations. Specifically, the Company will implement, subject to the marketing and advertising restrictions set forth in 935 CMR 500.105(4)(b), the following programs:

1. EOS will advertise employment opportunities in diverse, compliant publications or other mediums.
2. Advertise employment opportunities tailored to individuals falling into the above-listed demographics;
3. EOS will distribute internal workplace memoranda that encourage current employees to recommend individuals falling into the above-listed demographics for employment, as well as encourage current staffers to reach out and recommend candidates for positions;
4. EOS will design and provide training programs for diversity education;
5. EOS will design and host recruitment events with a focus on attracting individuals falling into the above-listed demographics; and

MEASUREMENT

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

1. The number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license: adding at least one (1) individual that falls into the above-listed demographics before the end of the first license renewal period.
2. The number of promotions for people falling into the above-listed demographics since initial licensure: promoting at least one (1) individual that falls into the above-listed demographics before the end of the first license renewal period.
3. The number of positions created since initial licensure: including at least 10% from individuals that fall into the above-listed demographics before the end of the first license renewal period.

4. The number and type of information sessions held or participated in with supporting documentation: EOS will hold in at least one (1) information session before the end of the first license renewal period.

5. The number of postings in diverse publications or general publications with supporting documentation: posting at least two (2) before the end of the first license renewal period.

6. The number and frequency of workplace memoranda: distributing at least one (1) before the end of the first license renewal period.

7. The number of recruitment events with a focus on attracting individuals falling into the above-listed demographics: EOS will host at least one (1) event before the end of the first license renewal period.

8. The number and subject matter of training held and the number of individuals falling into the above-listed demographics in attendance:

   a. Number: EOS will provide at least one training session before the end of the first license renewal period.

   b. Subject matter: EOS will provide training on Diversity and Inclusion: to gain a clear understanding of what diversity is and what it is not, to raise a greater awareness and sensitivity to Diversity issues and the benefits reaped from Diversity and Inclusion, best practices, 100% of employees will participate in at least one training session before the end of the first license renewal period.

   c. Attendance: EOS will record the attendance of the training, where 100% of employees will attend and participate. EOS shall also record the number of individuals falling into the above-listed demographics in attendance.

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

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

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