



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282316
Original Issued Date: 05/26/2020
Issued Date: 05/26/2020
Expiration Date: 05/26/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Green Meadows Farm, LLC

Phone Number: 203-979-1204
Email Address: bobpatton@greenmeadows.com

Business Address 1: P.O. Box 2249

Business Address 2:

Business City: Hamilton
Business State: MA

Business Zip Code: 01982

Mailing Address 1: P. O. Box 829

Mailing Address 2:

Mailing City: Southbridge
Mailing State: MA

Mailing Zip Code: 01550

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD: Green Meadows Farm, LLC

Department of Public Health RMD Registration Number: PCR Only

Operational and Registration Status: Obtained Provisional Certificate of Registration only

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100
Percentage Of Control: 100

Role: Owner / Partner **Other Role:** Chief Executive Officer; Manager; Director of Cultivation; Director of Security; Sole Member (before approval of Change of Ownership application); a Manager of Reya Ventures, LLC

First Name: Robert **Last Name:** Patton **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 **Percentage of Ownership:** 100

Entity Legal Name: Reya Ventures, LLC **Entity DBA:** **DBA City:**

Entity Description: LLC Investment Partnership

Foreign Subsidiary Narrative:

Entity Phone: 203-979-1204 **Entity Email:** bobpatton@greenmeadows.com **Entity Website:**

Entity Address 1: 656 Asbury Street **Entity Address 2:**

Entity City: Hamilton **Entity State:** MA **Entity Zip Code:** 01982

Entity Mailing Address 1: PO Box 2249 **Entity Mailing Address 2:**

Entity Mailing City: South Hamilton **Entity Mailing State:** MA **Entity Mailing Zip Code:** 01982

Relationship Description: Reya Ventures, LLC currently serves as the capital contributor for Green Meadows Farm, LLC; however, after Green Meadows Farm, LLC submits a Change of Ownership application and receives approval from the Commission for the Change of Ownership application, Reya Ventures, LLC will be the sole Member of Green Meadows Farm, LLC. At such time, Reya Ventures, LLC will be the owner of Green Meadows Farm, LLC, and Robert H. Patton will no longer be the Member of Green Meadows Farm, LLC.

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Amy **Last Name:** Shaar-Wildman **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Manager of Retail Operations

Close Associates or Member 2

First Name: Christian **Last Name:** Zawacki **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Chief Operating Officer

Close Associates or Member 3

First Name: Robert **Last Name:** Patton **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Chief Financial Officer; a Manager of Reya Ventures, LLC

Close Associates or Member 4

First Name: Thomas **Last Name:** Zawacki **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: A Manager of Reya Ventures, LLC

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Reya Ventures, LLC	Entity DBA:		
Email: bobpatton@greenmeadows.com	Phone: 203-979-1204		
Address 1: 656 Asbury Street	Address 2:		
City: Hamilton	State: MA	Zip Code: 01982	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$900000	Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 64 Mill Street

Establishment Address 2: 1st Floor

Establishment City: Southbridge **Establishment Zip Code:** 01550

Approximate square footage of the establishment: 8304 **How many abutters does this property have?:** 84

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Green Meadows_COM Documentation_Southbridge.pdf	pdf	5dcb2a4e40e348579197c01f	11/12/2019
Certification of Host Community Agreement	Green Meadows_HCA Certification Form_Southbridge Retailer.pdf	pdf	5dd5bd8dd5b0805341c62d92	11/20/2019
Plan to Remain Compliant with Local Zoning	Green Meadows_Plan to Remain Compliant with Local Bylaws - Southbridge.pdf	pdf	5dd5be0a170b4c5353e3afe5	11/20/2019

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	NICK'S HOUSE - GREEN MEADOWS FARM.pdf	pdf	5dd6dbf074bb15534cd4d64b	11/21/2019
Plan for Positive Impact	Green Meadows_Plan to Positively Impact Areas of Disproportionate Impact.pdf	pdf	5e0a19a400f72d57285eee5e	12/30/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:** Chief Executive Officer; Manager; Director of Cultivation; Director of Security; Sole Member (before approval of Change of Ownership application); a Manager of Reya Ventures, LLC

First Name: Robert **Last Name:** Patton **Suffix:**

RMD Association:

RMD Owner

Background Question: no

Individual Background Information 2

Role: Executive / Officer **Other Role:** Chief Operating Officer

First Name: Christian **Last Name:** Zawacki **Suffix:**

RMD Association: RMD Manager

Background Question: no

Individual Background Information 3

Role: Manager **Other Role:** Manager of Retail Operations

First Name: Amy **Last Name:** Shaar-Wildman **Suffix:**

RMD Association: RMD Manager

Background Question: no

Individual Background Information 4

Role: Other (specify) **Other Role:** A Manager of Reya Ventures, LLC

First Name: Thomas **Last Name:** Zawacki **Suffix:**

RMD Association: RMD Manager

Background Question: no

Individual Background Information 5

Role: Executive / Officer **Other Role:** Chief Financial Officer; a Manager of Reya Ventures, LLC

First Name: Robert **Last Name:** Patton **Suffix:**

RMD Association: RMD Manager

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

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

Entity Legal Name: Reya Ventures, LLC **Entity DBA:**

Entity Description: LLC Investment Partnership

Phone: 203-979-1204 **Email:** bobpatton@greenmeadows.com

Primary Business Address 1: 656 Asbury Street **Primary Business Address 2:**

Primary Business City: Hamilton **Primary Business State:** MA **Principal Business Zip Code:**
01982

Additional Information: Reya Ventures, LLC currently serves as the capital contributor for Green Meadows Farm, LLC; however, after Green Meadows Farm, LLC submits a Change of Ownership application and receives approval from the Commission for the Change of Ownership application, Reya Ventures, LLC will be the sole Member of Green Meadows Farm, LLC. At such time, Reya Ventures, LLC will

be the owner of Green Meadows Farm, LLC, and Robert H. Patton will no longer be the Member of Green Meadows Farm, LLC.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	GMF Certificate of Organization.pdf	pdf	5c7c3f1a3183181258e1beb2	03/03/2019
Bylaws	Green Meadows OA.pdf	pdf	5c7c3f6a8d16491b5c0f9045	03/03/2019
Secretary of Commonwealth - Certificate of Good Standing	Green Meadows_SoC Cert of Good Standing 3.22.19.pdf	pdf	5ca133b3635d511b34754769	03/31/2019
Department of Revenue - Certificate of Good standing	GMF Dept of Revenue Cert of Good Standing - Apr 2019.pdf	pdf	5ca7c4a03d84de123a616bb2	04/05/2019

No documents uploaded

Massachusetts Business Identification Number: 001311857

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Green Meadows_Plan for Obtaining Liability Insurance.pdf	pdf	5dcb2c29b4f83557d6cc620c	11/12/2019
Proposed Timeline	Green Meadows_Proposed Timeline_Southbridge Retailer.pdf	pdf	5dd754fbd5b0805341c63247	11/21/2019
Business Plan	Green Meadows_Business Plan.pdf	pdf	5dd829997aad8653363be454	11/22/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Inventory procedures	Green Meadows_Inventory Procedures.pdf	pdf	5c891437b411c1126cf052ea	03/13/2019
Restricting Access to age 21 and older	Green Meadows_Plan for Restricting Access_Retailer.pdf	pdf	5dd7560a160e3b57a3dd35c9	11/21/2019
Personnel policies including background checks	Green Meadows_Personnel Policies_Southbridge Retailer.pdf	pdf	5dd7563fb4f83557d6cc7c19	11/21/2019
Separating recreational from medical operations, if applicable	Green Meadows_Plan for Separating Recreational from Medical Operations_Retailer.pdf	pdf	5dd75665160e3b57a3dd35cd	11/21/2019
Dispensing procedures	Green Meadows_Dispensing Procedures.pdf	pdf	5dd75d448bdcfd57ae526db4	11/21/2019
Maintaining of financial records	Green Meadows_Maintaining of Financial Records.pdf	pdf	5dd75d74fd468857b99bd490	11/21/2019
Plan for obtaining marijuana or marijuana products	Green Meadows_Plan for Obtaining Marijuana and Marijuana Products.pdf	pdf	5dd75dbf74bb15534cd4d866	11/21/2019

Prevention of diversion	Green Meadows_Prevention of Diversion.pdf	pdf	5dd75dead5b0805341c63257	11/21/2019
Qualifications and training	Green Meadows_Qualifications and Training.pdf	pdf	5dd75e1b40e348579197daa8	11/21/2019
Quality control and testing	Green Meadows_Quality Control and Testing.pdf	pdf	5dd75e5126aa77532085c78d	11/21/2019
Record Keeping procedures	Green Meadows_Recordkeeping Procedures.pdf	pdf	5dd760e7170b4c5353e3b497	11/21/2019
Storage of marijuana	Green Meadows_Storage of Marijuana.pdf	pdf	5dd761bd170b4c5353e3b49d	11/21/2019
Transportation of marijuana	Green Meadows_Transportation.pdf	pdf	5dd762ad66a32657cfbdc12a	11/21/2019
Security plan	Green Meadows_Security Plan_Southbridge.pdf	pdf	5dd82bc7bcb01253152f7431	11/22/2019
Diversity plan	Green Meadows_Diversity Plan.pdf	pdf	5e0a1a87f76dd253236e2a14	12/30/2019

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

I certify that any entities who are required to be listed by the regulations above do not include any omitted individuals, who by themselves, would be required to be listed individually in any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

Notification: I Understand

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.:

I 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

Monday From: 10:00 AM **Monday To:** 7:00 PM
Tuesday From: 10:00 AM **Tuesday To:** 7:00 PM
Wednesday From: 10:00 AM **Wednesday To:** 7:00 PM

Thursday From: 10:00 AM	Thursday To: 7:00 PM
Friday From: 10:00 AM	Friday To: 8:00 PM
Saturday From: 10:00 AM	Saturday To: 8:00 PM
Sunday From: 11:00 AM	Sunday To: 6:00 PM

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, Christian Zawacki, (*insert name*) attest as an authorized representative of Green Meadows Farm, LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on November 4, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on October 17, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on October 16, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on October 11, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

LEGALS

Commonwealth of Massachusetts

The Trial Court
Probate and Family Court
Worcester Probate and Family Court
 225 Main Street
 Worcester, MA 01608
 (508) 831-2200

Docket No. W019C0545CA
CITATION ON PETITION TO CHANGE NAME
 In the matter of:

Elizabeth Louise Jefferson
A Petition to Change Name of Adult has been filed by **Elizabeth Louise Jefferson of Sturbridge MA** requesting that the court enter a Decree changing their name to:

Elizabeth Louise Garon

IMPORTANT NOTICE
 Any person may appear for purposes of objecting to the petition by filing an appearance at: Worcester Probate and Family Court before 10:00 a.m. on the return day of 11/05/2019. This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding.

WITNESS, Hon. Lillah A. Keamy, First Justice of this Court.
 Date: October 10, 2019

Stephanie K. Fattman
 Register of Probate
 October 17, 2019

NOTICE OF COMMUNITY OUTREACH MEETING GREEN MEADOWS FARM, LLC

Notice is hereby given that Green Meadows Farm, LLC will hold a Community Outreach Meeting on November 4, 2019 at the Southbridge Police Department Community Room, 1 Mechanic Street, Southbridge, MA 01550 at 5:00 PM to discuss the proposed siting of a Medical Marijuana Treatment Center and Adult Use Marijuana Establishment at 64 Mill Street, Southbridge, MA 01550 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 502.000 et seq. Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.
 October 17, 2019

CHARLTON CONSERVATION COMMISSION Public Hearing Notice

A Public Hearing will be held at the Charlton Municipal Building, 37 Main Street in Charlton, MA at 7:15 PM on 10/23/2019 to consider a

Notice of Intent for Kenneth Kaszowski for the property
 Located at: Lot #26 Ashley Road, Charlton, MA 01507
 For: Notice of Intent for the construction of a single family home, septic and driveway within the buffer zone.
 This is a Public Hearing under the requirements of G.L. Ch. 131 §40, as amended. Plans are available at the Conservation Commission's office at the Charlton Municipal Building on Tuesdays from 12:30-6:30p.m. For more information, call 508-248-2247.
 October 17, 2019

PUBLIC HEARING

In accordance with M.G.L. Chapter 166, §22F notice is hereby given of a public hearing to be held by the Town Manager on Monday, October 28, 2019, at 1:30PM in the George Parent Meeting Room, 2nd floor of the Town Hall, 41 Elm Street, in regards to a petition filed by National Grid and Verizon for the following Order for JO pole locations:
Dresser Hill Road:
 National Grid to install 2 JO Poles on Dresser Hill Road beginning at a point approximately 900 feet southwest of the centerline of the intersection of Jeep Trail and Dresser Hill Road and continuing approximately 550' feet in a southwest direction.
 Anyone wishing to be heard regarding this petition will be given the opportunity to speak.
TOWN OF SOUTHBRIDGE
 Ronald San Angelo, Town Manager
 October 17, 2019

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

BY VIRTUE AND IN EXECUTION OF THE POWER OF SALE CONTAINED IN A CERTAIN MORTGAGE GIVEN BY GEORGIANNA M. GREGORY FKA GEORGIANNA M. NARDONE TO JPMORGAN CHASE BANK, N.A., DATED OCTOBER 23, 2015 AND RECORDED WITH THE WORCESTER COUNTY (WORCESTER DISTRICT) REGISTRY OF DEEDS AT BOOK

54515, PAGE 155, SUBSEQUENTLY ASSIGNED TO FEDERAL NATIONAL MORTGAGE ASSOCIATION BY JPMORGAN CHASE BANK, N.A. BY ASSIGNMENT RECORDED IN SAID WORCESTER COUNTY (WORCESTER DISTRICT) REGISTRY OF DEEDS AT BOOK 56320, PAGE 18, SUBSEQUENTLY ASSIGNED TO WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST BY FEDERAL NATIONAL MORTGAGE ASSOCIATION BY ASSIGNMENT RECORDED IN SAID WORCESTER COUNTY (WORCESTER DISTRICT) REGISTRY OF DEEDS AT BOOK 60256, PAGE 305 FOR BREACH OF THE CONDITIONS OF SAID MORTGAGE AND FOR THE PURPOSE OF FORECLOSING SAME WILL BE SOLD AT PUBLIC AUCTION AT 2:00 PM ON OCTOBER 24, 2019 AT 191 HAMILTON STREET, SOUTHBRIDGE, MA, ALL AND SINGULAR THE PREMISES DESCRIBED IN SAID MORTGAGE, TO WIT: THE LAND IN SOUTHBRIDGE COUNTY, MASSACHUSETTS WITH THE BUILDING THEREON SITUATED, AND ALL PRIVILEGES AND APPURTENANCES THERETO BELONGING, LOCATED ON THE SOUTHERLY SIDE OF HAMILTON STREET, AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE S.E. CORNER OF THE LOTTO BE CONVEYED AT AN IRON PIN IN THE GROUND PLACED AT THE WEST LINE OF HAMILTON STREET; THENCE S. 75 DEGREES 45 MINUTES W130.8 FEET BY LAND NOW OR FORMERLY OF THOMAS OHARA TO AN IRON PIN AT A DRIVEWAY; THENCE NORTHERLY 52 5/10 FEET TO AN IRON PIN AT LAND NOW OR FORMERLY OF JOHN FLYNN; THENCE NORTHEASTERLY BY LAND OF SAID FLYNN, 139 FEET TO AN IRON PIN ON THE WEST SIDE OF SAID STREET; AND THENCE SOUTHERLY BY THE WEST LINE OF SAID STREET, 66 FEET TO THE IRON PIN FIRST MENTIONED; AND AS APPURTENANT TO SAID LOT THE RIGHT TO PASS IN COMMON WITH OTHERS OVER A PASSWAY 10 5/10 FEET IN WIDTH PASSING ALONG THE REAR THEREOF AND LEADING TO MARCY STREET. THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES, BEING THE SAME PROPERTY CONVEYED TO GEORGIANNA M. HARDONE, BY DEED DATED 3/24/2000 OF RECORD IN DEED BOOK 25235, PAGE 131. IN THE COUNTY CLERK'S OFFICE. THE PREMISES ARE TO BE SOLD SUBJECT TO AND WITH THE BENEFIT OF ALL EASEMENTS, RESTRICTIONS, ENCROACHMENTS, BUILDING AND ZONING LAWS, LIENS, UNPAID TAXES, TAX TITLES, WATER BILLS, MUNICIPAL LIENS AND ASSESSMENTS, RIGHTS OF TENANTS AND PARTIES IN POSSESSION AND ATTORNEY'S FEES AND COSTS.

TERMS OF SALE:
 A DEPOSIT OF FIVE THOUSAND DOLLARS AND 00CENTS (\$5,000.00) IN THE FORM OF A CERTIFIED CHECK, BANK TREASURER'S CHECK OR MONEY ORDER WILL BE REQUIRED TO BE DELIVERED AT OR BEFORE THE TIME THE BID IS OFFERED. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO EXECUTE A FORECLOSURE SALE AGREEMENT IMMEDIATELY AFTER THE CLOSE OF THE BIDDING. THE BALANCE OF THE PURCHASE PRICE SHALL BE PAID WITHIN THIRTY (30) DAYS FROM THE SALE DATE IN THE FORM OF A CERTIFIED CHECK, BANK TREASURER'S CHECK OR OTHER CHECK SATISFACTORY TO MORTGAGEE'S ATTORNEY. THE MORTGAGEE RESERVES THE RIGHT TO BID AT THE SALE, TO REJECT ANY AND ALL BIDS, TO CONTINUE THE SALE AND TO AMEND THE TERMS OF THE SALE BY WRITTEN OR ORAL ANNOUNCEMENT MADE BEFORE OR DURING THE FORECLOSURE SALE. IF THE SALE IS SET ASIDE FOR ANY REASON, THE PURCHASER AT THE SALE SHALL BE ENTITLED ONLY TO A RETURN OF THE DEPOSIT PAID. THE PURCHASER SHALL HAVE NO FURTHER RECOURSE AGAINST THE MORTGAGOR, THE MORTGAGEE OR THE MORTGAGEE'S ATTORNEY. THE DESCRIPTION OF THE PREMISES CONTAINED IN SAID MORTGAGE SHALL CONTROL IN THE EVENT OF AN ERROR IN THIS PUBLICATION. TIME WILL BE OF

THE ESSENCE.
 OTHER TERMS, IF ANY, TO BE ANNOUNCED AT THE SALE.
 WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST PRESENT HOLDER OF SAID MORTGAGE.
 BY ITS ATTORNEYS,
 ORLANS PC
 PO BOX 540540
 WALTHAM, MA 02454
 PHONE: (781) 790-7800
 18-002150
 OCTOBER 3, 2019
 OCTOBER 10, 2019
 OCTOBER 17, 2019

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Alphonse B. Kupiec to One Mortgage Network, LLC, dated April 25, 2008 and recorded with the Worcester County (Worcester District) Registry of Deeds at Book 42800, Page 354, subsequently assigned to James B. Nutter by One Mortgage Network, LLC by assignment recorded in said Worcester County (Worcester District) Registry of Deeds at Book 43079, Page 254, subsequently assigned to Reverse Mortgage Funding, LLC by James B. Nutter & Company by assignment recorded in said Worcester County (Worcester District) Registry of Deeds at Book 59767, Page 331 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 11:00 AM on October 31, 2019 at 898 South Street, Southbridge, MA, all and singular the premises described in said Mortgage, to wit:
 Landsituated in the Town of Southbridge in the County of Worcester in the State of MA The land situated at the junction of the Northerly line of South Street and the Easterly line of Breakneck Road, in the Town of Southbridge, County of Worcester, Commonwealth of Massachusetts, bounded and described as follows: Beginning at the Northwesterly corner thereof at a Town bound on the Easterly line of said Breakneck Road, said bound being opposite station 17 + 11.67 of the 1940 layout of said Breakneck Road; Thence South 80 degrees 44 minutes 10 seconds East by Grantor's land for a distance of 362.78 feet to an iron pin on the Westerly side of stone wall; Thence South 1 degrees 25 minutes 50 seconds West by Grantor's land partway along Westerly side of wall and partway along center line of wall for a distance of 200 feet to an iron pin on the Northerly line of said South Street; Thence North 77 degrees 35 minutes 10 seconds West by the Northerly line of said South Street for a distance of 264.30 feet to a Town bound opposite station 9 + 03.52 of the 1961 layout of said South Street; Thence Westerly and Northerly along a curve with a radius of 97.20 feet for a distance of 115.61 feet to a Town bound on the Easterly line of said Breakneck Road; Thence North 9 degrees 26 minutes 10 seconds West by the Easterly line of said Breakneck Road for a distance of 122.94 feet to the point of beginning. I We hereby expressly reserve my rights of Homestead, if any, and I/we do not wish to terminate my/our Homestead by granting the within Mortgage, notwithstanding any language contained therein to the contrary, which language is intended to merely subordinate my/ our right of Homestead to this mortgage only. Being the same property conveyed to ALPHONSE B. KUPIEC and RITA KUPIEC, husband and wife, by deed dated January 20, 1966 of record in Deed Book 4637, Page 506, in the Worcester County Clerk's Office. Group Number: N/A
 The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

TERMS OF SALE:
 A deposit of FIVE THOUSAND DOLLARS AND 00CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee

reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagee, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. TIME WILL BE OF THE ESSENCE.
 Other terms, if any, to be announced at the sale.
 Reverse Mortgage Funding, LLC
 Present Holder of said Mortgage,
 By Its Attorneys,
 ORLANS PC
 PO Box 540540
 Waltham, MA 02454
 Phone: (781) 790-7800
 15-010100
 October 10, 2019
 October 17, 2019
 October 24, 2019

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE
 By virtue and in execution of the Power of Sale contained in a certain mortgage given by Christopher J. Rovezzi to Hometown Bank f/k/a Hometown Bank, a Cooperative Bank dated August 4, 2003 and recorded in the Worcester County Registry of Deeds in Book 31100 at Page 81 of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 1:00 P.M. on Tuesday, November 5, 2019 at 28 Maple Street, Sturbridge, Massachusetts, all and singular the premises described in said mortgage, To wit:
 The land with the buildings thereon known as 28 Maple Street, Sturbridge, Worcester County, Massachusetts, bounded and described as follows: BEGINNING at the northwesterly corner thereof, at an iron pin in the ground on the easterly line of Maple Street at land of Alice G. Haskell, former of Edwin H. Chamberlain et ux distant 100 feet S. 42° 32' W. from the southwesterly corner of land of Oliver F. Jamieson et ux;
 THENCE S. 46° 32' E. by said Haskell land 175 feet to an iron pin in the ground;
 THENCE S. 43° 28' W. by said Haskell land 125 feet to an iron pin in the ground at land of Raymond A. Haskell et ux;
 THENCE N. 46° 32' W. by land of said Raymond A. Haskell et ux 175 feet to an iron pin in the ground on the easterly line of Maple Street;
 THENCE N. 43° 28' E. by the easterly line of Maple Street, 125 feet to the point of beginning.
 For title see Book 26772, Page 92.
 Being the same premises conveyed to the Grantor herein by deed dated August 4, 2003, recorded with the Registry of Deeds in Book 31100, Page 80.
 Premises to be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.
 Terms of sale: A deposit of \$5,000.00 by cash, certified or bank check will be required to be paid by the purchaser at the time and place of sale. This sale is subject to a 5% buyer's premium. The balance is to be paid by certified or bank check at the Mortgagee's law offices within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said mortgage shall control.
 Other terms will be announced at the sale.
 Hometown Bank f/k/a Hometown Bank, a Cooperative Bank,
 Present holder of said mortgage,
 By Its Attorney,
 Joseph J. Lange, Esq.,
 Lyon & Fitzpatrick, LLP
 14 Bobala Road, Suite 4
 Holyoke, MA 01040
 (413) 536-4000
 October 10, 2019
 October 17, 2019
 October 24, 2019

**NOTICE OF COMMUNITY OUTREACH MEETING
GREEN MEADOWS FARM, LLC**

Notice is hereby given that Green Meadows Farm, LLC will hold a Community Outreach Meeting on **November 4, 2019** at the Southbridge Police Department Community Room, 1 Mechanic Street, Southbridge, MA 01550 at 6:00 PM to discuss the proposed siting of a Medical Marijuana Treatment Center and Adult Use Marijuana Establishment at 64 Mill Street, Southbridge, MA 01550 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 502.000 *et seq.*

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

RECEIVED
TOWN CLERK'S OFFICE
2019 OCT 16 AM 10:29
TOWN OF SOUTHBRIDGE
MASSACHUSETTS

**NOTICE OF COMMUNITY OUTREACH MEETING
GREEN MEADOWS FARM, LLC**

Notice is hereby given that Green Meadows Farm, LLC will hold a Community Outreach Meeting on **November 4, 2019** at the Southbridge Police Department Community Room, 1 Mechanic Street, Southbridge, MA 01550 at 6:00 PM to discuss the proposed siting of a Medical Marijuana Treatment Center and Adult Use Marijuana Establishment at 64 Mill Street, Southbridge, MA 01550 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 502.000 *et seq.*

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

RECEIVED
2019 OCT 16 AM 10:32
TOWN MANAGER'S OFFICE
SOUTHBRIDGE MA

**NOTICE OF COMMUNITY OUTREACH MEETING
GREEN MEADOWS FARM, LLC**

Notice is hereby given that Green Meadows Farm, LLC will hold a Community Outreach Meeting on **November 4, 2019** at the Southbridge Police Department Community Room, 1 Mechanic Street, Southbridge, MA 01550 at 6:00 PM to discuss the proposed siting of a Medical Marijuana Treatment Center and Adult Use Marijuana Establishment at 64 Mill Street, Southbridge, MA 01550 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 502.000 *et seq.*

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

RECEIVED 10/16/19
R. Cournoyer
Planning Board

**NOTICE OF COMMUNITY OUTREACH MEETING
GREEN MEADOWS FARM, LLC**

Notice is hereby given that Green Meadows Farm, LLC will hold a Community Outreach Meeting on **November 4, 2019** at the Southbridge Police Department Community Room, 1 Mechanic Street, Southbridge, MA 01550 at 6:00 PM to discuss the proposed siting of a Medical Marijuana Treatment Center and Adult Use Marijuana Establishment at 64 Mill Street, Southbridge, MA 01550 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 502.000 *et seq.*

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

RECEIVED 10/16/19
P. Courayer
ED+P

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee \$

- Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) \$
 - Return Receipt (electronic) \$
 - Certified Mail Restricted Delivery \$
 - Adult Signature Required \$
 - Adult Signature Restricted Delivery \$

Postage \$

Total \$

Sent \$

Street

City

PSF

Situations

7018 0680 0001 4478 4352



**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee \$

- Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) \$
 - Return Receipt (electronic) \$
 - Certified Mail Restricted Delivery \$
 - Adult Signature Required \$
 - Adult Signature Restricted Delivery \$

Postage \$

Total Pt \$

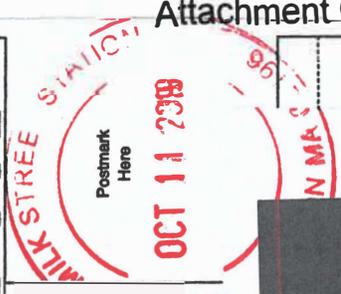
Sent To \$

Street a

City, St

PS Form 3800, Rev. 10-2008

6964 8244 7000 0890 8202



Attachment C

**NOTICE OF COMMUNITY OUTREACH MEETING
GREEN MEADOWS FARM, LLC**

Notice is hereby given that Green Meadows Farm, LLC will hold a Community Outreach Meeting on **November 4, 2019** at the Southbridge Police Department Community Room, 1 Mechanic Street, Southbridge, MA 01550 at 6:00 PM to discuss the proposed siting of a Medical Marijuana Treatment Center and Adult Use Marijuana Establishment at 64 Mill Street, Southbridge, MA 01550 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 502.000 *et seq.*

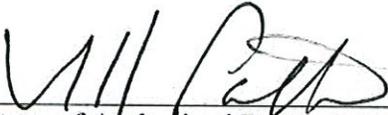
Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

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, ROBERT W. PATTON, (*insert name*) certify as an authorized representative of GREEN MEADOWS FARM, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with TOWN OF SOUTHBRIDGE (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 11.19.2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, RONALD SAN ANGELO, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for TOWN of SOUTHBRIDGE (*insert name of host community*) to certify that the applicant and TOWN of SOUTHBRIDGE (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on NOVEMBER 18, 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community



PLAN TO REMAIN COMPLIANT WITH LOCAL BYLAWS AND REGULATIONS

Green Meadows Farm, LLC (“Green Meadows”) will remain compliant at all times with the local bylaws, regulations and codes applicable to Green Meadows’ proposed Adult-Use Marijuana Establishment (AUME) located at 64 Mill Street in the Town of Southbridge.

In accordance with state regulations and Town of Southbridge Zoning Bylaw Section 8.7.3, Green Meadows’ proposed AUME located at 64 Mill Street is not located within 500 feet of a public or private pre-school, primary or secondary school, dance or gymnastics school, martial arts school, licensed day care center, public library, playground, athletic field, or any other facility or recreational area where children commonly congregate in an organized ongoing formal basis. The AUME will also be compliant with the buffer requirements for residential uses set forth in the Zoning Bylaw as will be determined during the Special Permit and Site Plan Approval process.

As required by Zoning Bylaw Sections 2.5 and 8.7.3, Green Meadows will apply for a Special Permit and Site Plan Approval from the Town of Southbridge Planning Board, which is designated as the Special Permit Granting Authority for AUMEs. Pursuant to Zoning Bylaw Section 8.7.4, the Special Permit will have a term limited to the duration of Green Meadows’ ownership or leasing of the premises as an AUME.

Green Meadows will also apply for a Building Permit from the Town of Southbridge Department of Inspection Services prior to commencing construction, as well as obtain a Certificate of Occupancy prior to commencing operations. In addition, Green Meadows will apply for any other local permits, approvals, registrations or certificates that are required to site and operate an AUME at the proposed location and will comply with all conditions and standards set forth in any required local permit or approval.

Green Meadows will continue to work cooperatively with various Southbridge departments, boards, and officials to ensure that the AUME is compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Nick Perry Memorial Foundation
Nick's House
Helping the Community
One Soldier at a Time
www.nickperryshouse.org

Date: November 18, 2019

Green Meadows Farm
P.O. Box 2249
Hamilton, MA 01982-9998

To Whom It May Concern:

On behalf of the Nick Perry Memorial Foundation, we would like to thank Green Meadows Farm for generously pledging to support our organization for Veterans. Please know that 100% of donations go directly to helping our Veterans.

Thanks once again for your generosity and we look forward to your continued support.

God Bless,



The Parker Family for the Nick Perry Memorial Foundation

FID #: 27-3737662

A/G #: 051477

Contact: Terry - 774-230-0840 or Pam - 774-230-0838
pam.parker@oaktranscription.com
202 Prince Road, Southbridge, MA 01550
www.nickperryshouse.org



Plan to Positively Impact Areas of Disproportionate Impact

Overview

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

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

Green Meadows firmly believes that marijuana businesses have an obligation to support the health and well-being of their customers as well as the local communities that have had historically high rates of arrest, conviction, and incarceration related to marijuana crimes. It is Green Meadows’ intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing negative stigmas and perceptions associated with marijuana use. To support such populations, Green Meadows has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals / programs to positively impact past or present residents of Southbridge; Massachusetts residents who have past drug convictions; and Massachusetts residents with parents or spouses who have drug convictions (the “Target Communities”).

Goals

Green Meadows’ Senior Vice President of Retail Operations will administer Green Meadows’ Plan. The Director will be responsible for developing measurable outcomes and ensuring Green Meadows continues to meet its commitments noted in this document. The Director will explore opportunities to form philanthropic partnerships in the community to implement and enhance the Plan.

In order for Green Meadows to positively impact the Target Communities, Green Meadows has established the following goals:

1. Strive to hire individuals from the Target Communities, with the goal that at least 25% of staff be from the Target Communities;
2. Host and participate in events that will support the Target Communities, including annual donation drives and educational seminars; and
3. Devote best efforts to ensure that Green Meadows has materially contributed time and financial resources in support of the Nick Perry Memorial Foundation in Southbridge.

Programs

Green Meadows has developed specific programs to effectuate its stated goals to positively impact Southbridge. Such programs will include the following:

1. Holding consistent in-store donation drives in support of the Nick Perry Memorial Foundation within Southbridge; such in-store donation drives will occur no less than annually;



greenmeadowsfarm
INTEGRITY QUALITY RESPONSIBILITY

2. Donating \$10,000.00 annually to the Nick Perry Memorial Foundation;
3. Conducting at least one industry-specific educational seminar annually on marijuana retailing and marijuana business management for individuals from the Target Communities:
 - a. Educational seminars will be advertised in *The Southbridge News*;
 - b. Green Meadows will be able to accommodate at least ten (10) individuals at each educational seminar;
 - c. Participants in the educational seminars will be required to attest that they are from one of the Target Communities; and
4. Prioritizing the hiring of staff from the Target Communities:
 - a. Green Meadows will advertise open positions in *The Southbridge News* as such positions become available (but not less than annually).

Measurements

The Senior Vice President of Retail Operations will administer the Plan and will be responsible for developing measurable outcomes to ensure Green Meadows continues to meet its commitments. Such measurable outcomes, in accordance with Green Meadows' goals and programs described above, include:

- Tracking and annually reporting donations and support, with a minimum of \$10,000 given to the Nick Perry Memorial Foundation;
- Providing an annual report of the Company's educational seminar events, at least one per year, via written narratives, images, participant attestations, and newspaper advertisements; and
- Conducting an annual employment composition review to determine what percentage, with a 25% minimum goal, of its employees identify as being a part of the Target Communities.

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

Acknowledgments

- As identified above, Green Meadows intends to donate to the Nick Perry Memorial Foundation and acknowledges via the attached letter that the Nick Perry Memorial Foundation has been contacted and will receive the donation described herein. Nick Perry Memorial Foundation is a 5-bedroom single family home in Southbridge, MA that temporarily houses veterans who are transitioning back to civilian life. Their goal – "*helping the community one soldier at a time.*"
- Green Meadows will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Green Meadows will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001311857

1. The exact name of the limited liability company is: GREEN MEADOWS FARM, LLC

2a. Location of its principal office:

No. and Street: 656 ASBURY STREET
 City or Town: SOUTH HAMILTON State: MA Zip: 01982 Country: USA

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

No. and Street: 656 ASBURY STREET
 City or Town: SOUTH HAMILTON State: MA Zip: 01982 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:

ANY LAWFUL BUSINESS FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ROBERT H. PATTON
 No. and Street: 656 ASBURY STREET
 City or Town: SOUTH HAMILTON State: MA Zip: 01982 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ROBERT H. PATTON	656 ASBURY STREET SOUTH HAMILTON, MA 01982 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ROBERT H. PATTON	656 ASBURY STREET SOUTH HAMILTON, MA 01982 USA

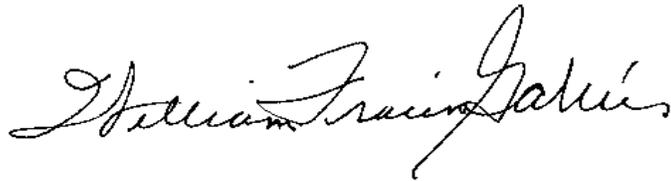
9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of February, 2018,
ROBERT H. PATTON
(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:

February 06, 2018 08:01 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**OPERATING AGREEMENT
OF
GREEN MEADOWS FARM, LLC**

This Operating Agreement (the “**Agreement**”) of Green Meadows Farm, LLC (the “**Company**”), effective as of February 6, 2018 (the “**Effective Date**”), is entered into by and between the Company and Robert H. Patton, as the single member of the Company (the “**Member**”).

RECITALS

WHEREAS, the Company was formed as a limited liability company on February 6, 2018 by the filing of a certificate of organization (“**Certificate of Organization**”) with the Secretary of the Commonwealth of Massachusetts pursuant to and in accordance with the Massachusetts Limited Liability Act, as amended from time to time (the “**MLLCA**”); and

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth in this Agreement.

NOW, THEREFORE, the Member and the Company agree as follows:

Section 1 Name. The name of the Company is Green Meadows Farm, LLC.

Section 2 Purpose. The general character of the Company is to engage in the operation of a business pursuant to St. 2012, ch. 369, G.L. c. 94G, G.L. c. 94I, all as amended or replaced, and all regulations and applicable local laws promulgated pursuant thereto (the “**Cannabis Code**”), together with any and all other lawful acts or activities for which limited liability companies may be formed under the MLLCA and to engage in any and all necessary or incidental activities.

Section 3 Powers. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the MLLCA.

Section 4 Principal Office; Registered Agent.

(a) Principal Office. The location of the principal office of the Company shall be 656 Asbury Street, South Hamilton, MA 01982, or such other location as the Member may designate.

(b) Registered Agent. The registered agent of the Company for service of process in the Commonwealth of Massachusetts and the registered office of the Company in the Commonwealth of Massachusetts shall be that person and location reflected in the Certificate of Organization. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Board shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

RHP

Section 5 Members.

(a) Initial Member. The Member owns one hundred percent (100%) of the membership interests of the Company. The name and the business, residence, or mailing address of the Member are as follows:

Robert H. Patton
656 Asbury Street
South Hamilton, MA 01982

(b) Transfer of Interest. The Member may only transfer his interest in the Company, in whole or in part, if the proposed transferee is eligible to be admitted as a member of the Company pursuant to Section 5(c) hereof. Any purported transfer of the Member's interest to a person or entity that is not qualified to be admitted as an additional Member shall be null and void.

(c) Additional Members. One (1) or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement or adopt a new company agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary. Further, a new Member may be admitted into the Company only if the new Member is qualified under the Cannabis Code to have an ownership or permitted economic interest in a marijuana business as evidenced by written determination by the Massachusetts Department of Public Health or the Cannabis Control Commission, as the case may be, (the "**Cannabis Regulatory Body**") or determination by legal counsel to the Company sufficient in the judgment of the Member.

(d) Membership Interests; Certificates. The Company will not issue any certificates to evidence ownership of the membership interests.

Section 6 Management.

(a) Management of the Company. The operations and affairs of the Company shall be managed by a board of managers (each a "Manager" and together the "Board"). The Board shall be comprised of up to three (3) Managers, who shall each be appointed by the Member. Any action taken by the Board shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Board as set forth in this Agreement. The Board shall have all rights and powers of managers under the MLLCA, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement. Notwithstanding the foregoing, in the event that any Manager becomes ineligible under the Cannabis Code or by determination of the Cannabis Regulatory Body to serve as a Manager of the Company, such Manager shall immediately cease to be a Manager of the Company.

Unless otherwise specified herein, any determination, election, or decision to be made by the Board hereunder shall be made by a majority of the Board.

(b) Election of Officers; Delegation of Authority. The Board may, from time to time, designate one (1) or more officers with such titles as may be designated by the Board to act in the name of the Company with such authority as may be delegated to such officers by the Board (each such designated person, an “**Officer**”). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Board. Any action taken by an Officer designated by the Board pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her. Notwithstanding the foregoing, any appointment of an Officer shall not be effective if the person purportedly appointed as such Officer is not qualified under the Cannabis Code to be an officer of a marijuana business. In the event that any Officer becomes ineligible under the Cannabis Code or pursuant to a determination by the Cannabis Regulatory Body to serve as an Officer of the Company, such Officer shall immediately cease to be an Officer of the Company.

Section 7 Liability of Member, Managers, and Officers; Indemnification.

(a) Liability of Member, Managers, and Officers. Except as otherwise required in the MLLCA, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member, the Managers, and the Officers shall not be personally liable for any such debt, obligation or liability of the Company solely by reason of being or acting as a member, manager, or officer of the Company.

(b) Indemnification. To the fullest extent permitted under the MLLCA, the Member, Managers, and Officers (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim or expense (including attorneys’ fees) whatsoever incurred by the Member, Managers, and Officers relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member, Managers, or Officers on behalf of the Company; provided, however, that any indemnity under this Section 7(b) shall be provided out of and to the extent of Company assets only, and neither the Member, Managers, of Officers nor any other person shall have any personal liability on account thereof.

Section 8 Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 12.

Section 9 Capital Contributions. The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member from time to time, or loan funds to the Company, as the Member may determine in its sole and absolute discretion; provided, that absent such determination, Member is under no obligation whatsoever, either express or implied, to make any such contribution or loan to the Company.

Section 10 Tax Status; Income and Deductions.

(a) Tax Status. As long as the Company has only one (1) member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company, the Board, nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed to preserve the Company's tax status as a disregarded entity.

(b) Income and Deductions. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

Section 11 Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Board, subject to the obligations of the Company and applicable law. Notwithstanding the foregoing, the Board shall make quarterly distributions to the Member in an amount equal to the Members quarterly estimated taxes due in connection with the Member's membership interest in the Company, which shall be estimated in good faith by the Board.

Section 12 Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Board or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 43 of the MLLCA, unless the Company's existence is continued pursuant to the MLLCA.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Board shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member and the Board under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner, which sales, to the extent permitted by and subject to applicable laws, shall first be offered to the Members), and the assets of the Company or the proceeds therefrom shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.

(d) Upon the completion of the winding up of the Company, the Member shall file the Certificate of Cancellation in accordance with the MLLCA.

Section 13 Miscellaneous.

(a) Amendments. Amendments to this Agreement may be made only with the written consent of the Board.

(b) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of law.

(c) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

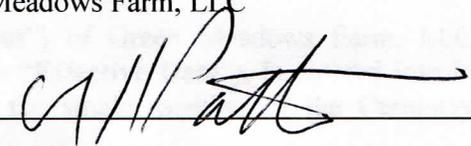
Section 14 Advisement of Counsel. THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

[Signature Page to Follow]

MAR

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first written above.

The Company:
Green Meadows Farm, LLC

By: 

Name: Robert H. Patton

Title: Manager

The Member:
Robert H. Patton





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

William Francis Galvin
Secretary of the
Commonwealth

March 22, 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

GREEN MEADOWS FARM, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 6, 2018.**

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 or withdrawal; 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: **ROBERT H. PATTON**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ROBERT H. PATTON, CHRISTIAN M ZAWACKI**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ROBERT H. PATTON**

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



ROBERT PATTON
GREEN MEADOWS FARM, LLC
656 ASBURY ST LOT
SOUTH HAMILTON MA 01982-1321

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, GREEN MEADOWS FARM, 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) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



000037

PLAN FOR OBTAINING LIABILITY INSURANCE

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

If adequate coverage is unavailable at a reasonable rate, Green Meadows will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within ten (10) business days. Green Meadows will keep reports documenting compliance with state regulations related to insurance coverage.



GREEN MEADOWS

cultivate | extract | dispense



GREEN MEADOWS

BUSINESS PLAN
2019

REYA VENTURES / GREEN MEADOWS EXECUTIVE SUMMARY

2019

Companies: Green Meadows Farm, LLC
Reya Ventures, LLC

Scope of Business: Green Meadows Farm, LLC will operate a technologically-advanced, four-season hybrid-greenhouse cultivation, processing, and manufacturing facility, and several dispensary facilities, maintaining a vertically-integrated medical marijuana and adult use marijuana business. Reya Ventures, LLC (Reya Ventures) will be the property management and IP company, licensing cultivation, processing and retail facilities to cannabis companies.

Background

Reya Ventures and Green Meadows Farm (Green Meadows) are developing a vertically-integrated organization that will be one of the most advanced medical and adult-use marijuana businesses in the Commonwealth of Massachusetts. The companies will operate a four-season hybrid greenhouse cultivation, processing, extraction, and manufacturing facility with multiple corresponding medical and adult-use dispensary storefronts. The company will draw on nearly a century of family agriculture and farming experience in pursuit of this business endeavor to produce superlative cannabis products for patients and consumers. The Patton family holds a deep appreciation for the Commonwealth, and Green Meadows strives to instill that same care into its vertically-integrated cannabis business. The company will initially enter the Massachusetts medical marijuana market and then will be perfectly positioned to participate in the emerging adult-use industry.

Challenges and Opportunities

Currently, Massachusetts is suffering from an epidemic of opioid-related overdose and death. Additionally, like so much of the United States, Massachusetts struggles with providing sufficient treatment for veterans with post-traumatic stress disorder (PTSD). Many patients, especially veterans, are now looking to the medicinal use of marijuana to alleviate their symptoms. State law in Massachusetts allows patients with debilitating medical conditions the right to use marijuana for such purpose. As the marijuana industry transitions from an underground, unregulated market into a regulated, legal market, few state-approved operators are able to meet the challenges set forth. These challenges include stringent state compliance, adequate funding, land acquisition, buffer zones and zoning approval, industry knowledge and

experience. As Massachusetts' adult-use program began in 2018, consumers will also demand high quality and reasonably priced marijuana products.

Solution

Green Meadows is determined to contribute to the well-being of Massachusetts' medical marijuana patients by allowing them to have a say in which medicine works for their illnesses and ailments. Green Meadows will provide consistent, pharmaceutical-grade marijuana in the forms and quantities legally allowed by state laws. Green Meadows will develop and operate state-of-the-art registered marijuana businesses, including fully compliant cultivation, processing, manufacturing, and retail storefront facilities, to ensure consistent supplies of marijuana products at reasonable prices for patient consumption. Green Meadows, in the tradition of the Pattons' Green Meadows Farm, will set a high standard of best practices for Massachusetts' legal medical marijuana industry, following their historical support of Hamilton regarding employment, benefits, and safe working conditions.

Business Model

Reya Ventures' will build a network of vertically-integrated cultivation, extraction / processing, and retail facilities which will consistently produce the highest quality, efficacious medicinal and adult-use marijuana and associated products. Green Meadows is the operating entity in Massachusetts that will cultivate, process, manufacture, and dispense marijuana for medical use via a vertically-integrated business model. Vertical integration provides a decisive competitive edge in the marijuana industry because it functionally stacks each step of revenue-generating operations together, allowing complete control of the product supply chain while preventing diversion and contamination at every point through state compliance. Green Meadows will cultivate raw plant material (RPM) and flower, process the RPM into the packaged products (infused products, extracts, topicals, capsules, transdermal patches, etc.) that are in high demand in Massachusetts, and sell the flower and products via its licensed registered medical dispensaries (RMDs).

Green Meadows will be committed to providing employment and remaining a good neighbor in Southbridge. The company will support and conduct research dedicated to post-traumatic stress disorder (PTSD) therapy. Green Meadows' cultivation, processing, and manufacturing facility will produce significant amounts of medical marijuana products for its dispensaries to assist combat veterans in their quest for a high quality of life following valued military service, as well as other state patients.

Green Meadows will be in excellent position to efficiently scale the business beyond its initial cultivation, manufacturing, and dispensary site launch.

Marketing

Green Meadows' name and organic brand has long been established in communities throughout the North Shore and Massachusetts. The Pattons dedication to these communities will help drive brand recognition. In addition, Green Meadows will deploy cost-effective marketing programs and establish direct sales goals to ensure brand creation and high returns on investment—just as they have done for decades with Green Meadows Farm organic produce. Green Meadows brand will focus on benefitting Massachusetts and its medical marijuana patients and will emphasize Patton family philanthropy. Through visual, written, Internet and social media-based campaigns, Green Meadows will establish a strong brand and easy identification within Massachusetts.

Marketing for dispensaries will also ensure full product and RPM distribution at the right price for all registered Massachusetts patients. Green Meadows' marketing strategies include:

- Attractive, compliant, and childproof packaging
- High-quality, community-focused branding of healthy, sustainable, and safe products
- Direct, in-dispensary sales and marketing efforts
- Extensive, recognizable, community and health-focused advertising to build the brand
- Facebook, Twitter, Instagram, Snapchat, YouTube, LinkedIn, Google social media use for brand-building and statewide recognition
- Creation and distribution of press releases through well-known media sources for maximum public relations exposure and community awareness
- Attendance and representation at industry and community events to drive brand exposure

Competition

Green Meadows Farm and the Patton family pride themselves on contributing to worthy causes; their well-known philanthropy for the community and the land will be incomparable in the Massachusetts medical marijuana industry. Green Meadows' founders' knowledge of agriculture, community, veterans, and business will make it difficult for qualified competitors to come to market at the same level. Competitors will face significant hurdles in the process, including:

- Finding locations in municipalities that permit medical marijuana activity (it is not permitted in all cities and towns)
- Access to substantial, quality land (cultivation and processing require large land parcels with proper zoning)
- Acquisition of the necessary water and sewage rights
- Ability to acquire additional permits and licensing as needed
- Difficulty of building a brand as well-known and reputable as Patton family brands
- Lack of knowledge on the needs of veterans and patients in the state

Market Size

As of February 15, 2019, the state of Massachusetts included:

- 46 open Registered Marijuana Dispensaries (RMDs)

- 56,216 active physician certifications for medical marijuana patients
- 58,288 active medical marijuana patients
- 6,087 active medical marijuana caregivers
- 289 Medical Use of Marijuana Program (MUMP) registered physicians

Massachusetts has a population of almost seven million people, and millions of tourists visit the Commonwealth every year.¹ With adult-use sales online, Massachusetts is one of the few states in the eastern U.S. with legal adult-use marijuana sales. According to New Frontier Data, Massachusetts adult-use sales are projected to reach over \$1 billion dollars by 2020.²

Green Meadows Current Status

- Local approval for cultivation, extraction, and two retail dispensary locations
- Management team in place
- Business plan in place
- Standard operating procedures in development
- Funding in place

Financial Projections

The financial summary located at the end of this document outlines projected revenues, costs, and profitability for Green Meadows' carefully crafted business model. Green Meadows has sufficient capital to construct the initial cultivation, processing, and manufacturing facility, as well as dispensary facilities. Once operational, the five-year financial projections for Green Meadows' vertically-integrated medical marijuana operations predict gross profits in excess of \$82M.

The Green Meadows Team

Robert H. (Bob) Patton - Chief Executive Officer

Robert H. Patton holds degrees in literature and journalism from Brown University and Northwestern University. He has published six books, including his family memoir, *The Pattons: A Personal History of an American Family*. The book chronicles five generations of ancestors culminating in the author's grandfather, General George S. Patton of World War II fame. Bob sits on the board of the Patton Veterans Project, founded in 2012 by his brother Benjamin Patton, to help military veterans and their families cope with post-deployment issues of PTSD and social isolation.

¹ United States Census Bureau (2018). *Quickfacts: Massachusetts*. <https://www.census.gov/quickfacts/MA>

² Marketwired (2016). *New Report: Massachusetts Marijuana Sales to Top \$1 Billion by 2020*.

<http://www.marketwired.com/press-release/new-report-massachusetts-marijuana-sales-to-top-1-billion-by-2020-2184806.htm>

Chris Zawacki - Chief Operating Officer

As the COO for Green Meadows, Chris Zawacki will use his business acumen to achieve profitable revenue growth. Chris is currently the Principal of Business Development at Netology, where he manages all sales and marketing initiatives for the technology company. Chris was also a founding partner of Greenhouse IT, a managed services IT support business. Chris graduated with honors from Boston College, and will also assist in planning and executing Green Meadows' marketing and branding campaigns.

Robert R. (Rob) Patton - Chief Marketing Officer

For the past six years, Bob's son Rob Patton has held a succession of senior leadership positions at digital and traditional marketing firms. Most recently, as Senior Director of Strategy and Partnerships for Infogroup, Rob partnered with internal executives and premiere clients to champion and lead business development opportunities to deliver best-in-class customer-centric data and technology solutions. Rob has worked with customers of all sizes, from small companies to Fortune 100 enterprises, to increase sales and customer loyalty, driving revenues exceeding \$450 million annually.

1. Our Story



Green Meadows Farm: A Brief History

The Patton family is renowned for their dedication to military service and the Massachusetts community. From the time of the Revolutionary War to the Vietnam War, generations of Pattons have served their country faithfully, successfully, and with dedication. The most well-known member of this illustrious family is General George S. Patton, the iconic World War II commander who marched the allied forces across Nazi-occupied Europe to capture 10,000 miles of territory and liberate Germany from the Nazi regime. General Patton said “Better to fight for something than live for nothing,” a statement that Green Meadows and his descendants still follow. Green Meadows will fight for veterans like the General and the many, many others who have served our country throughout the years -- providing them the ability to treat their painful and / or debilitating symptoms in a natural and holistic manner.

In 1928, the General bought a 232-acre homestead straddling the town line between South Hamilton and Topsfield, Massachusetts. He named it “Green Meadows.” The Pattons lived there occasionally until World War II, when Mrs. Patton took up residence awaiting the General’s return from the war. After his death in 1945, she lived there until her death in 1953.

In 1982, the General's son, Major general George S. Patton, a decorated veteran of the Korean

and Vietnam wars, started farming the Patton Massachusetts land as a hobby. The fact that he knew nothing about farming was not seen as an obstacle by Patton -- as the current Green Meadows has done, he sought out experts and was eager to learn. He consulted with the U.S. Forestry Department and the Commissioner of Agriculture to learn the best methods for establishing a sustainable farm, and he hired experienced farmhands to teach him the subtleties of New England crops. Patton put as much dedication into developing the rolling hills of Green Meadows Farm as he did into leading prepared men into battle. "I want to make this land productive and make it a community asset," he asserted. Patton sold his first crop of blueberries from the back of his truck at the Topsfield Fairgrounds. Eventually, he converted to organic farming methods and sold his produce at a roadside farm stand.

After Patton's death in 2004, Green Meadows went on to become a Community Supported Agriculture (CSA) farm under the management of his widow, Joanne Patton. Visitors enjoyed its vegetables and walking the fields that Patton had named for soldiers who lost their lives under his command in the Vietnam War.

Our Commitment to Veterans

The Pattons have always supported military veterans. That commitment brought an awareness of cannabis as a potential aid for chronic pain, depression, and PTSD symptoms endured by many American servicemen and servicewomen. That awareness in turn led to an appreciation of the relief that many children, adults and pets gain from cannabis medicine for epilepsy, Crohn's Disease, Multiple Sclerosis, chemotherapy nausea, and many other ailments. And excitingly, medical cannabis has lately shown promise as a possible alternative to deadly opioids.

Work done by the Patton family over the years led to the family's anecdotal awareness of medical marijuana as a potential treatment for these physical and emotional ailments. As a result, the family decided to establish a marijuana cultivation, processing, manufacturing facility at Green Meadows Farm, as well as other dispensary facilities around the state. As part of its dedication and support for state veterans, Green Meadows will provide employment to veterans, and a percentage of its proceeds will be donated to veterans organizations.

Integrity, quality, empathy, responsiveness, and "think globally, act locally" have been values integral to the operation of Green Meadows Farm for the past thirty-five years -- these values will be instilled in Green Meadows and carry the legacy of General Patton and other family members into the future in service to our veterans and patients.

2. Marijuana: Problems and Opportunities

State law in Massachusetts allows patients with debilitating medical conditions the right to use marijuana to alleviate their symptoms. In a study published in June of 2017, researchers found that “respondents overwhelmingly reported that cannabis provided relief on par with their other medications, but without the unwanted side effects”.³ These findings indicate that marijuana may aid opiate-dependent individuals in pain management over time. Currently, Massachusetts is suffering tremendously from an epidemic of opioid-related overdose and death. In 2014, the fatal overdose rate in Massachusetts was more than double the national average, according to the Center for Disease Control and Prevention.⁴ While more research remains to be done on the subject, a safer medical solution to the opiate epidemic may be available.

Additionally, like so much of the United States, Massachusetts struggles with providing sufficient treatment for veterans with post-traumatic stress disorder (PTSD). As of 2016, there are over 336,000 veterans in Massachusetts, making up 6.7% of the population. Of this demographic, more than half are veterans age 65 and over. According to research, 20 to 30% of veterans have had PTSD.⁵ About half of those veterans who fit the criteria for PTSD have not sought treatment, and even when individuals receive care, too few receive quality care.⁶

Many patients, especially veterans, are now looking to the medicinal use of marijuana as an option to alleviate their symptoms. As the marijuana industry transitions from an underground, unregulated market into a regulated, legal market, few state-approved operators are able to meet the challenges set forth. These challenges include stringent state compliance, adequate funding, land acquisition, buffer zones and zoning approval, and industry knowledge and experience. As Massachusetts’ adult-use program began in 2018, adult consumers now also demand high quality and reasonably priced marijuana products.

Massachusetts Medical and Adult-Use Marijuana Laws Overview

In 2012, Massachusetts voters passed Question 3, “An Initiative Petition for the Humanitarian Medical Use of Marijuana,” which legalized the medical use of marijuana for the treatment of debilitating medical conditions. The new law tasked the Department of Public Health (CCC) with developing a regulatory system for commercial marijuana activities in the state. The Medical Use of Marijuana Program administered by the CCC registers qualifying patients,

³ Amanda Reiman, Mark Welty, and Perry Solomon. *Cannabis and Cannabinoid Research*. June 2017, 2(1): 160-166. <https://doi.org/10.1089/can.2017.0012>.

⁴ “The Massachusetts Opioid Epidemic.” *Massachusetts Department of Public Health*. 2018. <http://www.mass.gov/chapter55/>.

⁵ “How Common is PTSD?” *National Center for PTSD. U.S. Department of Veterans Affairs*. 3 October 2016. <https://www.ptsd.va.gov/public/PTSD-overview/basics/how-common-is-ptsd.asp>.

⁶ Terri Tanielian and Lisa H. Jaycox. “Invisible Wounds of War.” *RAND Center for Military Health Policy Research*. 2008. https://www.rand.org/content/dam/rand/pubs/monographs/2008/RAND_MG720.pdf

personal caregivers, Registered Marijuana Dispensaries (RMD), and RMD agents.

Massachusetts RMDs are authorized by the CCC to operate as vertically-integrated facilities that cultivate, manufacture, and sell medical marijuana products such as edibles, oils, tinctures, and ointments. All cultivation, processing, and distribution can only be done by RMDs. Currently, there are only 46 RMDs in operation and over 200 applicants with PCR's. Of the 200 applicants, only around 50 are expected to actually build out facilities in the near term. This provides tremendous advantage to licensed operators as compared to other states where hundreds and even thousands of facilities are allowed to operate.

In 2016, Massachusetts voters passed Question 4, the Massachusetts Marijuana Legalization Initiative, legalizing possession and use of marijuana by adults over the age of 21. In June and July 2017, the Massachusetts State House and Senate worked together to create a bill which amends the law, known as "An Act to Ensure Safe Access to Marijuana."

The new bill outlines many new aspects of adult-use regulations and requirements, including the ability of cities and towns to control or ban the development of marijuana establishments in their municipalities. The bill sets new tax rates on adult use marijuana sales, raising the rate to 10.75% to support the costs of regulating the industry and to fund initiatives in public health, public safety, police training, restorative justice, and workforce development. The bill also established the Cannabis Control Commission (CCC) to regulate both the adult use and medical marijuana industries, including setting potency limits for edible marijuana products and adopting packaging requirements.

In December of 2017, the CCC issued draft regulations for the Adult Use of Marijuana market alongside an updated version of the regulations for Medical Use of Marijuana Program by the CCC. The draft regulations attempt to honor the will of the voters of Massachusetts by safely, equitably, and effectively implementing and administering the laws enabling access to adult use marijuana in the Commonwealth, with the goal of making Massachusetts a model for the nation in this emerging industry.

The draft regulations detail incentives, programs, and resources to promote social equity and support for communities which have been disproportionately impacted by the enforcement of pre-legalization marijuana laws. Additionally, they describe the process of product approval and the requirements for labeling, packaging, advertising, and serving sizes, and the enforcement of regulations, security, and municipal protections. The Commission promulgated the final regulations in March 2018, allowing for the first license applications to be available at the beginning of April of that year.

3. Solution

Reya Ventures and Green Meadows have the shared goal of bringing health and happiness to people's lives.

It is the objective and mission of Green Meadows to provide the Commonwealth of Massachusetts with high quality marijuana and to develop and operate a state-of-the-art cultivation, processing, and manufacturing facility and dispensary facilities to ensure high quality and consistent supply at competitive prices. Green Meadows' business plan incorporates best practices across all involved industries, and is prepared to meet and exceed state regulations for compliance, operations, safety, and security.

Green Meadows operations will be best-of-breed with:

- An experienced and successful marijuana industry team
- Efficient and effective cultivation practices based on organic agricultural practices
- Industry-leading, organic, integrated pest management (IPM) strategies
- Fully-automated water, lighting, CO₂, and nutrient controls
- Advanced systems that assess and respond to plant deficiencies automatically
- Safe, state-of-the-art processing and manufacturing techniques
- Compliant product packaging and marketing
- Secure point of sale (POS) procedures
- Superior, effective, and compliant security and surveillance system installation, employee training, and implementation
- Industry-leading employee vetting, selection, and training
- Compliant medical marijuana and cultivation product storage and security
- METRC seed-to-sale inventory control system integrated with an enterprise resource planning (ERP) system for recordkeeping to ensure full accountability
- Detailed and successful diversion prevention plans and SOPs

Green Meadows has the following attributes and compelling ingredients to help it succeed:

1. **Foresight:** Green Meadows will design a medical marijuana business operating model that is future-compliant with all state and local regulations as they come online, including an open mind to adult-use regulations and opportunities.
2. **Diversity and Social Equity:** Massachusetts regulations detail a social equity program within the adult-use marijuana industry licensing process that will be used to help offset decades of disastrous drug policies that have impacted minority communities.⁷ Green

⁷ Boston Herald (2017). *Marijuana Regulators Key on Boosting Poor*.
http://www.bostonherald.com/business/business_markets/2017/12/marijuana_regulators_key_on_boosting_poor

Meadows will keep these inequalities in mind while building its businesses and staffing its operations, as well as the employment opportunity the veteran community offers.

3. **Local Knowledge:** Green Meadows Farm has been growing organic produce in Hamilton and Topsfield for the past thirty-five years and is familiar with Massachusetts business regulations.
4. **Systems Automation:** Use of industry-standard inventory control system METRC and diversion monitoring as well as supervisory control and data acquisition will greatly reduce labor costs and needs, eliminating energy waste and streamlining operations such as plant nutrient distribution and climate control. In addition, a cutting-edge security and surveillance system will monitor all business aspects on a 24-hour basis.
5. **Advanced Nutrient Systems:** Use of best practices and organic fertilizers and supplements to generate maximum plant yields of high-quality product that simultaneously puts people, planet, and profit first.
6. **State-of-the-art Cultivation, Processing, Manufacturing, and RMD Facilities:** The Green Meadows cultivation / processing facility and dispensaries will have the lowest energy costs with extremely high-quality product yields; Green Meadows will operate with adherence to all state and local regulations.
7. **Environmental Management:** Green Meadows will implement industry and non-industry gold standards for marijuana and agricultural control over contamination, pest, and pathogen prevention via a positive pressure environment, sensory detection and elimination systems, and advanced air filtration monitoring and contamination prevention systems.
8. **Environmental Impact:** Green Meadows will minimize environmental impact by choosing sustainable and local materials and encouraging employees to follow sustainable practices throughout the facility. All employees will be encouraged to help in our quest to reduce unnecessary utilization of non-recyclable materials and reduce our carbon footprint.

Working strategically and in tandem with Green Meadows' operations, it is the vision of Reya Ventures to build unparalleled intellectual capital in the field of genetics and nutraceuticals. Reya Ventures will be a market leader in intellectual property development, proprietary genetics, and the construct of a centralized database of patient / consumer usage and transactional data.

4. Corporate Model

Vertical Integration

Vertical integration describes a business strategy in which a company controls its own supply chain, and provides a decisive financial benefit by functionally stacking each step of revenue-

generating operations together. This business design is required in the Massachusetts medical marijuana industry, and will allow Green Meadows to fully establish its cultivation, processing, and dispensary facilities together. Having complete product control from seed-to-sale will maximize profitability and quality control.

Two-tiered Company Structure

Green Meadows will operate a two-tier organizational structure designed to optimize earnings and minimize tax liability. This two-tier model is essential to compliance with IRS section 280E. Section 280E prevents marijuana producers, processors, and retailers from deducting standard expenses from their incomes, except for those expenses considered a Cost of Goods Sold (COGS). As cultivation facilities spend a significant portion of operating costs on expenses, this operating model is essential for financial optimization and long-term competitiveness.

The first part of the two-tier organizational structure is the formation of a management holdings company. Green Meadows will form a management company, Reya Ventures. Reya Ventures' vision is to bring health and happiness to peoples' lives; it will build a network of vertically-integrated cultivation, extraction / processing, and retail facilities which will consistently produce the highest quality, efficacious medicinal and adult-use marijuana and associated products.

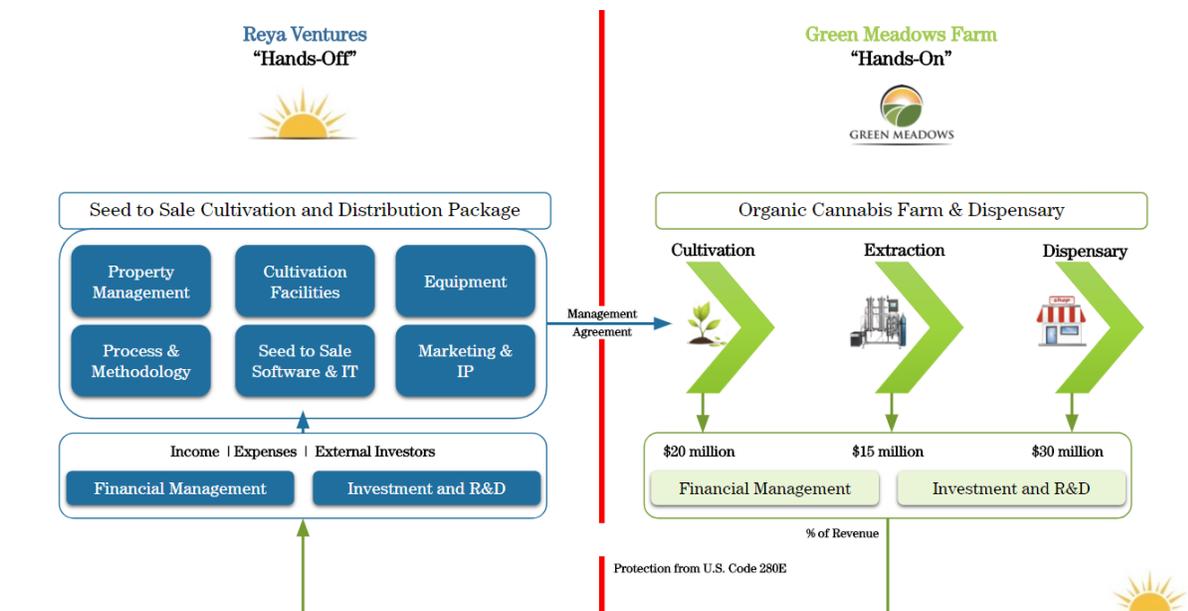
Reya Ventures will hold the land, facilities, equipment, and intellectual property. In addition, Reya Ventures will act as the property owner, leasing space to the Green Meadows operating company and RMDs. The management company will maintain an arm's-length relationship to the operating company in order to stay compliant with IRC 280E. Reya Ventures has no interaction with actual marijuana whatsoever; this includes staff, policies and procedures, or other business aspects. Reya Ventures will act as a property management company at all times, which will limit investor exposure, minimize tax risk, and maintain total control over all fixed tangible assets. The management company may choose to purchase equipment used in the operating company and lease the equipment to the operating company. Furthermore, Reya Ventures will work with contracted construction firms to ensure that the business complex is built to the highest degree of local, state, and federal specifications and codes. The management company will own all buildings, land, fixtures, and equipment, and will work with local government and regulatory agencies in Massachusetts to ensure building, facility, and land compliance.

The second part of the two-tier organizational structure is the Green Meadows operating company. Green Meadows, LLC will be a corporation designed to operate the cultivation, processing, manufacturing, and dispensary facilities on a day-to-day basis. Green Meadows will optimize the business and medical marijuana production while also driving output, and will ensure that the entire operation remains compliant and is aligned with local government expectations and ordinances. (Please note that much of this summary is written about Green

Meadows since it will provide all cultivation, processing, manufacturing, and dispensary services and staffing.)

This two-tiered approach is based on planned unit development strategy in real estate development and operations or the triple net model, both of which allow for more management oversight and less risk for companies. The operational model designed by the Green Meadows team encompasses a vertically-integrated layout of the components necessary to operate under Massachusetts’ marijuana cultivation laws.

Green Meadows will lease space from Reya Ventures via long-term contracts. The operating company will be responsible for cultivating and harvesting medical marijuana and raw plant material (RPM). Each corporation will maintain separate insurance policies and liability protection, and both will be run independently with separate accounting, financials, and operating procedures and staff. Lastly, both the management and operating companies may independently raise capital to fund operations and capital expenditures.



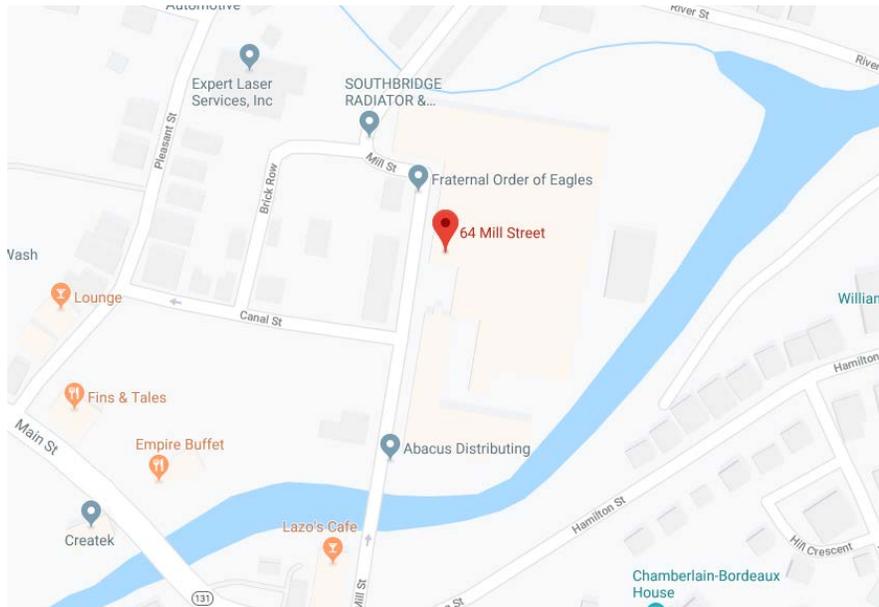
Longer-term, Reya Ventures expects to aggressively pursue expansion opportunities via both the developing adult-use marketplace in Massachusetts and the overwhelming national trend toward marijuana legalization. A ‘franchise’, or business network, model will be used to roll out other fully vertically integrated cannabis businesses. Connecticut, New York, and New Jersey represent fertile ground for such expansion. Consumer, transactional, genetics, and research and development data will be housed and centralized within Reya Ventures. Similarly, intellectual property will be protected and centralized within Reya Ventures. This approach accelerates growth in a state-driven model and establishes positioning for Reya Ventures to be a national leader once federal legislation changes.

The Advisory Team

Green Meadows advisory team includes 3C Consulting, LLC, a leading marijuana industry consulting group that has won numerous licenses across the nation and the world; Vicente Sederberg, marijuana industry legal experts; Beacon Strategies Group, a full-service public affairs and political consulting firm; Cohn Reznick, a leading accounting firm; and Tremont Services Group, a group of Massachusetts lobbyists with deep experience and local connections.

5. The Project

The cultivation, processing, and manufacturing facility will be located in Southbridge, Massachusetts. Dispensaries will be located in Southbridge and Chicopee, MA, acquired, zoned, and licensed by Reya Ventures.



Cultivation

Green Meadows will build a four-season hybrid-greenhouse for cultivation which allows for a higher quality production output and a lower cost of production from raw plant material (RPM), while reducing the risk of product adulteration or diversion.

Green Meadows will cultivate the highest quality marijuana flower to harvest, then process the flower at peak potency within 15 minutes of harvest to create distinctive, excellent marijuana products. Many industry competitors harvest raw plant material and dry marijuana plants over three to 14 days, only then processing the RPM, which can result in lower-quality product. To

preserve freshness and efficacy, Green Meadows marijuana products will be processed, packaged, and sent to market as quickly as possible. The team's expert knowledge regarding optimal harvesting, curing, drying, and packing timeframes is a differentiating factor when it comes to our competition.

Green Meadows will further increase the merit of its products by using specific cultivars to produce considerable amounts of cannabinoids and terpenes in line with Massachusetts' qualifying medical marijuana conditions. Green Meadows will produce large volumes of RPM at a low production cost using time-tested agriculture, floriculture, and horticulture best practices to guarantee a consistent supply of effective, efficiently-cultivated medical marijuana.

Biochemical consistency is the key to superb medical marijuana and marijuana products, as medicine should be consistent and produce the same effects with each batch. Green Meadows will use strict quality control and quality assurance procedures, closely following FDA and USDA formulation science guidelines for medical marijuana products. Green Meadows will operate as close to organic as possible, keeping in mind that the term "organic" cannot yet be applied to marijuana in the United States. Materials that Green Meadows will utilize in cultivation will all be certified organic, including soil, nutrients, biopesticides, and environmentally safe cleaning materials.

Processing and Manufacturing

Green Meadows will process, extract, formulate, and manufacture medical marijuana products exclusively from the marijuana grown by the cultivation facility onsite. This arrangement will ensure a substantial and reliable flow of raw plant material (RPM) for manufacturing purposes. Additionally, this arrangement will keep production and transportation costs down while keeping cultivation and manufacturing revenue in-house. Green Meadows will operate in a safer and more sustainable manner than its competitors by utilizing an extraction method such as supercritical CO₂ extraction, a proven, efficient, and nonvolatile method capable of producing high-quality marijuana extract without endangering Green Meadows facilities, employees, or patients.

As a simplified example: wholesale average price for one gram of marijuana concentrates is \$40, with a production cost of \$3 per gram. This nets a profit margin of \$37 per gram. If a gram of marijuana concentrate tests at 50% THC content, that means there are 500 milligrams of active THC in a gram of concentrate. If Green Meadows uses that concentrate to make marijuana infused products at 10 milligrams of THC per serving, the company can effectively produce 50 servings of the infused product from only one gram of marijuana concentrate. Consider that the average profit margin on an infused product, such as an edible, is roughly \$8. When that average margin is multiplied by 50 units, the manufacturer has generated \$400 of profit from that same gram of concentrate.

Dispensaries

Green Meadows retail locations are being vetted for population density, available disposable income, and ease of customer access as well as distance from schools, churches, hospitals, and competing marijuana retail businesses. The following considerations are being taken into account during the development of Green Meadows retail facilities:

- **Design:** The interior and exterior design of Green Meadows retail facilities will ensure repeat business. The design of the stores will be carefully planned to welcome guests and make them feel safe and attended to. Green Meadows will utilize open space and modern designs to achieve a cutting edge feel that favors clean, sleek, and simple elements. Product placement within the dispensary will include clear labelling of products, well-lit displays, and efficient customer flow. All retail locations will be designed with a distinct look and feel to ensure consistent branding across geographic spread.
- **Parking:** Accessible, quality, ample, onsite parking is important. Traffic will flow easily in and out with a separately designated entry and exit. Plans for overflow parking, security, and well-lit nighttime parking are strong considerations.
- **Patron Access:** Located in close proximity to highways and freeways and are easily accessible by public transportation.

- **Value:** Unparalleled customer service will encourage positive impressions of Green Meadows while ensuring repeat customers and recommendations to future patrons. Fast, friendly, and knowledgeable assistance will provide customer service and product education. Retail staff will reach patrons on a personal level with sincere concern and emotion.
- **Expertise:** Green Meadows will employ customer service agents who care about great customer service and are passionate about marijuana and marijuana products. Green Meadows will train staff using successful sales strategies as well as clear and informative communication practices.
- **Security:** Video surveillance, motion detection, and security personnel provide essential tools to ensure patron, staff, and dispensary safety. Security systems can be accessed remotely for review of patron and staff interactions. Perimeter fencing, good lighting, and onsite, trained security staff will protect facilities and create a safe, trusted, and comfortable environment.
- **Feedback:** Green Meadows will listen to patron feedback about products honestly and openly, and provide excellent product differentiation. Providing a way for patrons to express their concerns helps create a patron base that Green Meadows can rely on well into the future.

Compliance & Recordkeeping

Green Meadows is extremely familiar with Massachusetts medical marijuana regulations and will continue to carefully monitor any changes that occur in those regulations. Compliance is a major part of operating a business in the medical marijuana industry and helps keep patients, employees, the facility, and the community safe. Green Meadows will exceed state and consumer expectations, elevating compliance as a top priority. Our team's efforts to protect valuable medical cannabis products include physical seed and plant security and safe storage of products. Our Enterprise Resource Planning (ERP) tool will act as a single point of reference system that will digitally collect daily operational information from the cultivating, manufacturing, and packaging processes by monitoring inventory continually. The ERP tool will also monitor and record all daily operational information, collecting this information for later retrieval.

Accurate record keeping is critical to continued and compliant success in the medical cannabis industry. Recordkeeping and documentation throughout the entire process minimizes risk and provides greater accountability for both Green Meadows management and industry regulatory agencies. Creating a traceable living history through technological tracking and written documentation will allow Green Meadows to locate and isolate potential contamination issues, cultivation problems, diversionary acts, or security issues. Additionally, tracking measures required under Massachusetts regulations are a common point of infraction for many businesses and are critical to remaining in good standing with local and state regulators. Green Meadows

will use METRC, or a product very similar, as its inventory control system as required by the state of Massachusetts, integrated with our POS and ERP.

Security

Green Meadows recognizes the security concerns that surround a medical marijuana cultivation facility. The company has developed a plan to minimize any concerns. The security plan is intended to comply fully with all requirements of Massachusetts law, and all rules and regulations of the CCC. Green Meadows recognizes that state regulations are likely to be revised or updated as the industry further develops in Massachusetts, therefore, Green Meadows will continually monitor changes in the laws, rules, and regulations so as to be able to update this security plan and keep it current with all applicable requirements.

Primary Purposes of the Security Plan:

1. Provide a safe environment for all employees, vendors, contractors and visitors.
2. Safeguard the entire facility, including limited and restricted access areas, storage, and handling of medical marijuana, seeds, immature medical marijuana plants, medical marijuana plants, medical marijuana, medical marijuana products and cash.
3. Ensure comprehensive audit procedures for the entire operation in connection with the handling of medical marijuana, seeds, immature medical marijuana plants, medical marijuana plants, medical marijuana, medical marijuana products and cash.

In order to protect the premises, visitors, vendors, contractors and employees, Green Meadows will operate in accordance with the CCC, state regulations, and with the following procedures:

- Permit access to the cultivation facility only by registered employees, vendors, contractors and visitors, emergency responders, CCC, and law enforcement
- Direct registered employees to pay close attention to the access points to the facility. Any door that is intended to serve as a barrier between the secured access areas of the cultivation facility must remain closed and locked at all times, except for the moment when an authorized individual is walking through it.
- The employees will only have access to the portions of the cultivation facility that relate to their function at work. For instance, an employee only working in the limited access area will not have access to the security area and vice versa.
- All registered employees will have training in accordance with the personnel policies and procedures of Green Meadows
- All registered employees and management will receive loss prevention and safety training and will have to attend and pass an online armed robbery awareness course, conducted by a licensed high-risk security consultant. All security training certifications received will be stored in employee's personnel file.
- Each registered employee must wear an employee identification badge at all times while at the cultivation facility.

Theft, Loss, or Diversion

It is the responsibility of all registered employees that witness or suspect criminal activity to report this information immediately to management. In the event of a discrepancy between the weight of marijuana cultivated, stored, shipped, received, and/or accounted for, Green Meadows will immediately perform an internal audit to determine the source of the discrepancy by viewing the video, reviewing cultivation facility logs, and creating a missing inventory report. If it is determined that the discrepancy is due to theft or diversion, Green Meadows will provide notice to the CCC. Green Meadows will cooperate with any law enforcement investigations or directives and will cordon off any area of the facility that is critical to the investigation and preserve the area until investigators arrive. Green Meadows may also bring in licensed security consultants to assist with the investigation.

Employee Safety

As stated, all operations will adhere to Occupational Safety and Health Administration (OSHA) laws and state mandated safety regulations. All operations have implemented safety protocols and all employees must go through continuous safety training. In order to make compliance a part of every working day, there are checklists that will be used. The facilities' safety initiatives require:

- Emergency action response as necessary
- Employee accident reporting and investigation policies
- Fire prevention
- Hazard and emergency communication policies
- Materials handling, spill and disposal policies
- Job hazard analysis
- Protection equipment policies, including respiratory protection
- Location of all fire extinguishers, fire alarm systems, emergency lighting systems, and emergency eye washing sinks
- Threats, hazards, and protective actions
- Notification, warning, and communications procedures
- Emergency response procedures
- Evacuation, shelter, and accountability procedures
- Location and use of common emergency equipment
- Emergency shutdown procedures

6. Roadmap

Estimated timeline for the planning, applying, building, and operational start-up

Stage 1: Application Process

Green Meadows has begun the application process for state licensing for its facilities, engaging the help of 3C Consulting, LLC (3C) and Vicente Sederberg LLP (VS). During this process, the management team will be fully engaged with 3C and VS as they navigate the new Massachusetts medical marijuana business laws. The team has obtained the necessary information and documents for submittal to the state of Massachusetts. Facility buildout will begin immediately when local approvals are issued and licenses granted to ensure the fastest possible operations start date.

Stage 2 Buildout Process

Following license acquisition, the facility buildout will begin with pre-selected contractors and construction partners culled from the local community after careful consideration. Cultivation will begin once the facility is fully constructed and approved by inspection.

Green Meadows' marijuana operation will incorporate the best of indoor and sunlit cultivation strategies, a key component to the business' success, as most cultivators only cycle plants through a limited indoor facility. As a metric, indoor cultivation generally creates the most cost in production, typically in the realm of \$983 per pound of marijuana. Comparatively, greenhouse production can be achieved at a cost of \$200 per pound of marijuana cultivated. As noted, the vast majority of legal cultivators grow marijuana indoors, though this is primarily due to a lack of agricultural knowledge and initial regulatory requirements in their respective states—which commonly mandate marijuana production be out of sight of the general public. With the current situation in Massachusetts, regulations are still being determined on a local, county, and municipal level, and these new regulations will dictate the different operational modes allowed.

The cultivation site will include processing, administration, production, and storage facilities. Each area will be designed with flow dynamics, to honor the biological reality of a large-scale agricultural operation. The following outlines a general timetable for our venture, from inception to initial sales.

7. Marketing Plan

Green Meadows' name and organic brand has long been established in communities throughout the North Shore and Massachusetts. The Pattons' dedication to these communities will help drive brand recognition. In addition, Green Meadows will deploy cost-effective marketing programs and establish direct sales goals to ensure brand creation and high returns on investment—just as they have done for decades with Green Meadows Farm organic produce. Green Meadows' brand will focus on benefitting Massachusetts and its medical marijuana patients and will emphasize Patton family philanthropy. Through visual, written, Internet and social media based campaigns, Green Meadows will establish a strong brand and easy identification within Massachusetts.

Green Meadows will immediately and continually boost its market penetration by using traditional and more innovative strategies as outlined below:

- **First Impression** - Green Meadows will be establishing itself as a premium brand from the start with attention to detail in consumable medicinal products. Green Meadows will define its products as the medical marijuana industry standard.
- **Packaging** - All marijuana packages will be sealed safely to promote freshness and preservation, ensuring that the high-quality medicine produced by our facility will not be compromised by its storage or transportation. These packages will be child-safe and protected from oxygen, light, pests, and other environmental risk. All labels will meet CCC regulations concerning content.
- **Branding** - To create a recognizable brand, Green Meadows will capitalize on its community-oriented business practices as well as its recognizable name which communicates health, sustainability, consumer safety, integrity, quality, and responsibility.
- **Sales Promotions** - Green Meadows will use direct in-store marketing efforts to promote what makes the brand and its product outstanding and unique. Green Meadows will deploy promotional teams directly with dispensaries to increase brand recognition and help inform consumers. Additionally, the marketing team will create digital and print literature including pamphlets, flyers, etc., subject to restrictions of state law.
- **Advertising** - Green Meadows will utilize leading industry sources to help with advertising efficiency and effectiveness, including *Marijuana Business Daily*, *The Boston Globe*, and other Massachusetts-specific publications, groups, and lobbyists.
- **Social Media** - Effective use of Facebook, Twitter, Instagram, Snapchat, YouTube, LinkedIn, and Google will provide solid digital platforms to leverage in the future.
- **Public Relations** - Newsworthy press releases will be distributed statewide to promote our brand. Utilization of PR verticals that have successfully garnered state, national, and international media for a variety of businesses in the past, Green Meadows will be able to penetrate widespread consumer demographics with its message.
- **Event promotion** - Green Meadows will utilize strategic event partners with proven track records to further drive exposure and will attend industry-specific events that allow the brand to create further association with the patrons of the industry.
- **Host Agreements** - Green Meadows will enter into Host Agreements with our host towns and will dedicate a percentage of our gross revenue to general funds and targeted community needs, such as substance addiction treatment centers. Green Meadows takes pride in giving back to the local communities where we live and serve.

- **Charity** - Green Meadows intends to support local and statewide charities with a particular emphasis on and veterans' organizations. With strong familial ties to the military and a long, rich history of supporting veterans, Green Meadows and the Patton Family plan to donate a percentage of net revenue to veterans organizations

8. Competition

Difficulties facing direct competitors coming to the Massachusetts medical marijuana market include finding a location in a city or town that gives access to a substantial amount of quality land, water rights, sewage rights, tax incentives, permits, and licensing. Green Meadows is already positioned in these areas. Many already-established Registered Marijuana Dispensaries are making headlines with their inability to follow state regulations and remain compliant.⁸ Only the most optimized facilities will be able to thrive in the volatile and highly competitive medical marijuana market. The ability of Green Meadows to maintain a high level of consistency, output, and compliance for long-term participation in the Massachusetts adult-use marijuana marketplace will also outshine its competitors.

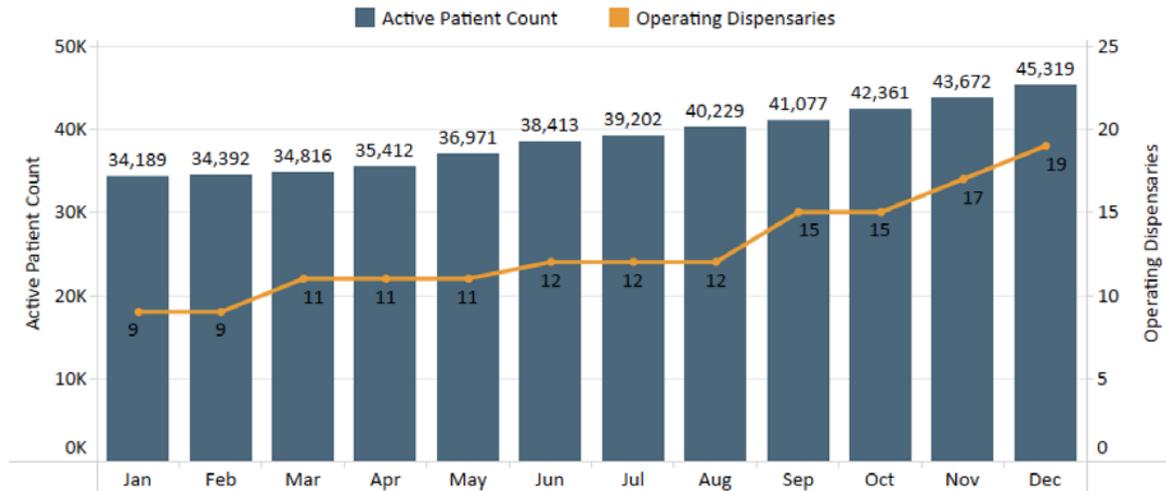
Other competitive differentiators setting Green Meadows up for success include:

- Investment in one of the only direct sun greenhouses in New England
- Over three decades of the management team's family operating an organic produce farm
- Compiling an operational management team with:
 - 15 years of cannabis cultivation and extraction experience
 - 30 years of organic farming
 - 20 years of real estate investment background
 - 20 years of experience launching start-ups (IPO, acquisitions)
 - 20 years of marketing and experiential branding
 - 20 years of back-end technology management
- Patton Family - leveraging a unique and universally-recognized brand name

9. Market Size

⁸ Shire Schoenberg. "From gummy bears to open doors, inspections identify problems at Massachusetts medical marijuana dispensaries." *MassLive*. 19 January 2018.
http://www.masslive.com/politics/index.ssf/2018/01/from_gummy_bears_to_open_doors.html

Massachusetts Medical Marijuana Program in 2017: Number of MMJ Patients & Operating Dispensaries



Source: Massachusetts Executive Office of Health and Human Services
© 2018 Marijuana Business Daily, a division of Anne Holland Ventures Inc. All rights reserved.

As of February 15, 2019, the state of Massachusetts included:

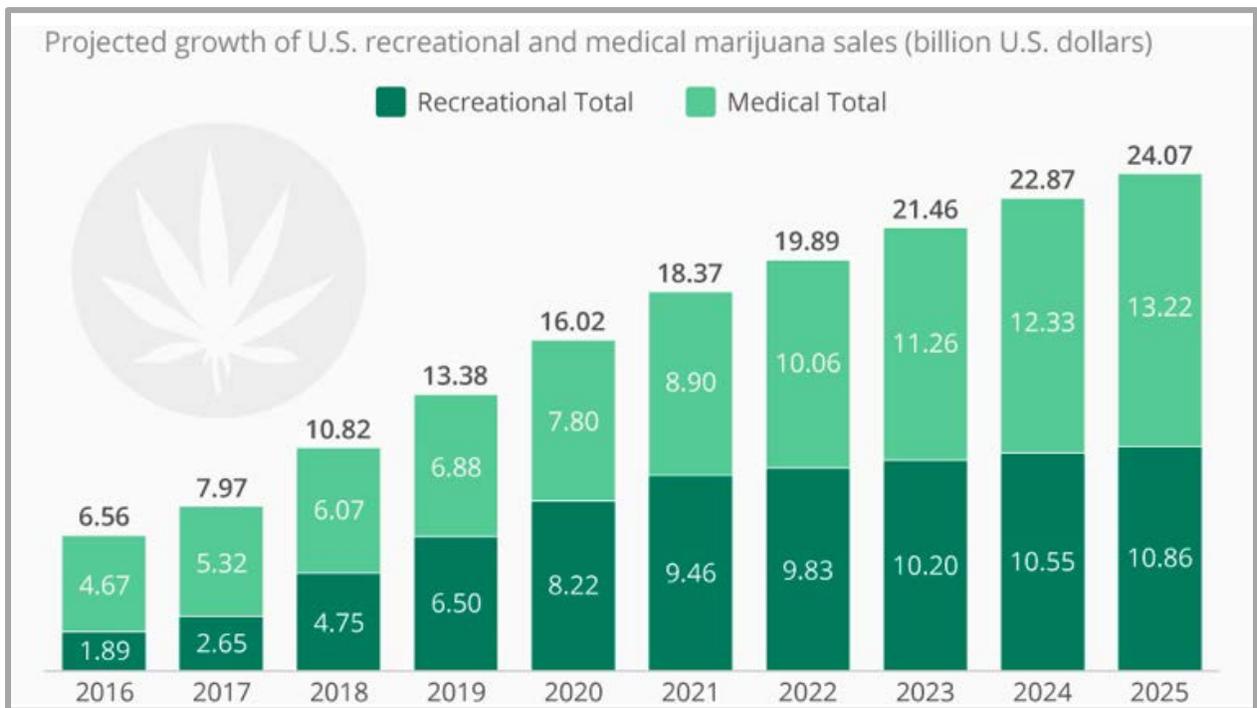
- 46 open Registered Marijuana Dispensaries (RMDs)
- 56,216 active physician certifications for medical marijuana patients
- 58,288 active medical marijuana patients
- 6,087 active medical marijuana caregivers
- 289 Medical Use of Marijuana Program (MUMP) registered physicians

Massachusetts has a population of almost 7 million people (2016). Over 20 million tourists (2014) visit the Commonwealth every year. With adult-use sales coming online in July 2018, Massachusetts is one of the only states in the eastern U.S. with legal adult-use marijuana sales. According to New Frontier Data, Massachusetts adult-use sales are projected to reach \$1.2 billion dollars by 2021.

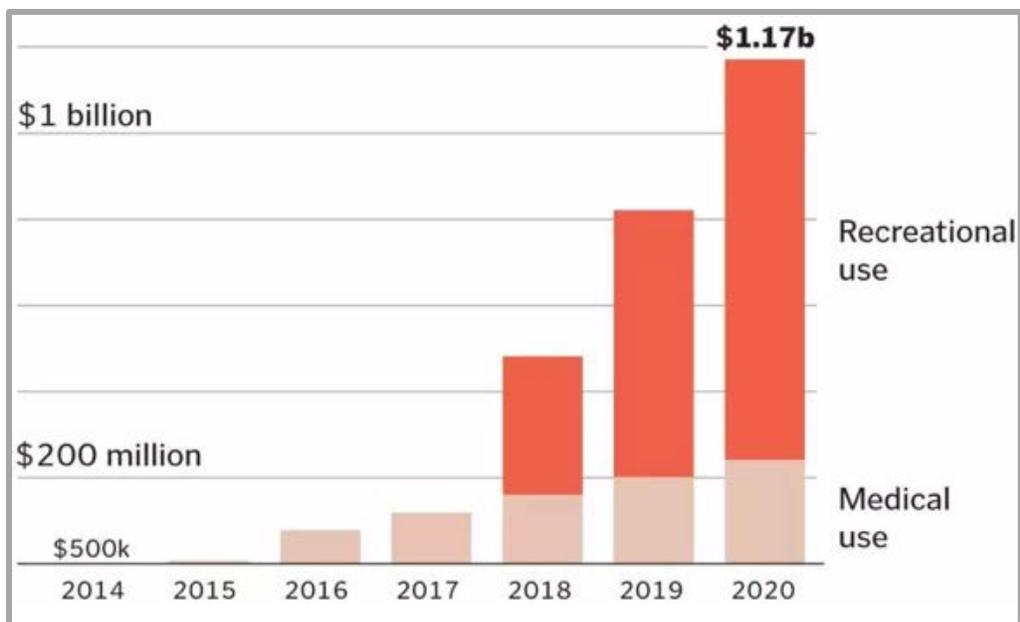
Marijuana Business Daily estimated that retail sales of medical marijuana and adult-use marijuana hit between \$3.5 billion and \$4.3 billion in 2016, which amounts to year-over-year growth of 17% to 26%.⁹ Total annual retail sales of medical and adult-use marijuana could reach \$11 billion in 2020, posting double-digit growth each year along the way. Retail revenue is predicted to soar as high as \$7.8 billion in 2018 and \$9.6 billion in 2019. Overall, retail marijuana sales could quadruple from 2015 to 2020. It is estimated that marijuana is the United States' highest grossing cash crop at \$35 billion; Green Meadows is positioned to be a part of this exciting, rapidly expanding market through providing high quality medical marijuana to patients, and adult-use to consumers in the near future.

⁹ "Chart of the Week: U.S. Marijuana Industry's Economic Impact Could Hit \$44B by 2020." *Marijuana Business Daily*. 14 March 2016. <https://mjbizdaily.com/exclusive-u-s-marijuana-industrys-economic-impact-hit-44b-2020/>

In total, across wholesale and retail marijuana sales in the U.S., The Cannabis Industry projects:



And in just Massachusetts, ArcView Market Research and New Frontier projects:



Massachusetts Projected Cannabis Sales

Source: ArcView Market Research and New Frontier

10. Current Status

Green Meadows is comprehensively preparing its applications for the state of Massachusetts, has moved through many phases successfully already, and has also developed the financial infrastructure, operational infrastructure, and complete project design while assembling a team of proven executives and operators to launch the project. Green Meadows has secured excellent relationships with the leaders in the cannabis space regarding legal expertise, consulting, accounting, facility design and government relations. Green Meadows' proactive preparation, business model, management and operational team, partnerships, execution, and vision will set it apart from its competitors.

11. Financial Projections

The financial modeling attached at the end of this Executive Summary in the appendices reflects Green Meadows' business plan for a cultivation, processing, manufacturing, and retail dispensary facility and other dispensary facilities. These facilities require a total \$10M investment for completion of property purchases, facility development, additional licensing, and initial working capital. Financial models include planned capital expenditures and operational costs for its vertically-integrated business for five years following licensure, with an additional contingency amount of 15% of this total to cover unforeseen costs or delays in establishment. The company estimates that this should be sufficient to achieve positive cash flow within the

first year of operation. Within 5 years, forecasts show annual gross revenue of \$91 million and net income of \$53 million.

12. Staffing

Job Classifications

Green Meadows will create a mentor staffing system in which each new employee is paired and shadows another experienced staff member during a trial employment phase, allowing the company to judge whether the employee will meet Green Meadows standards, and whether further training may be necessary. Green Meadows' employment needs will include:

- Cultivation Facility
 - Executive Vice President of Cultivation
 - Cultivation staff
 - Harvesting Manager
 - Harvesting staff
- Processing and Manufacturing Facility
 - Extraction Director and Engineer
 - Extraction staff
 - Kitchen Manager
 - Kitchen staff
 - Packaging staff
- Retail Dispensary
 - Dispensary Manager
 - Dispensary staff
- Administration
 - Compliance Manager
 - Community Outreach Manager
 - Marketing Manager
 - Sales Manager
 - Facility Security Guards
 - Facility Maintenance Manager
 - Facility Maintenance staff
 - Systems Administrator

13. Exit Strategies

Reya Ventures and Green Meadows exist to improve the quality of people’s lives. Accruing tremendous value via the intellectual property compiled along the way will establish a unique standing in an exploding industry. While the business isn’t being built for acquisition, it is noteworthy to observe the significant activity already taking place within this neophyte industry:

CANNABIS ACQUISITION EXAMPLES

Q1 2018 Aurora Cannabis buys CanniMed Therapeutics	\$852 million
Q1 2018 Aphria buys Nuvera	\$670 million
Q4 2017 Constellation Brands buys a 9.9% of Canopy Growth Corp.	\$191 million
Q1 2018 Aphria buys Broken Coast Cannabis	\$185 million
Q4 2016 Canopy Growth Corp. buys Mettrum Health	\$283 million

March 2018 Motley Fool

MOST VALUABLE PUBLIC CANNABIS COMPANIES

1. Canopy Growth Corp.	\$4.36 billion
2. Aurora Cannabis	\$3.47 billion
3. GW Pharmaceuticals	\$3.13 billion
4. Aphria	\$1.39 billion
5. MedReleaf	\$1.23 billion

April 2018 Motley Fool

PUBLIC CANNABIS COMPANY KEY METRICS

Median 52-week Return	85.5%
Median 52week Price/Gross Profit Multiple	5.9x
Median 52week Price/Earnings Multiple	60.8x

October 2017 Anne Holland Ventures



14. Summary

Reya Ventures and Green Meadows is well-positioned with the staff, partners, suppliers, and knowledgebase to fully execute this healthy revenue opportunity, as well as instant brand recognition. Green Meadows will build a state-of-the-art, high-output, environmentally-friendly, and community-supporting facility that will be consistently compliant and invigorate the local and state economies while supplying much-needed medical marijuana and products to patients who need it in the area. Green Meadows is determined and dedicated to becoming a model state medical marijuana facility for the Massachusetts industry with the ability to increase the size of operations as demand increases, or as the state’s adult-use program and licensing begins. In this proactive fashion, and in cooperation with experienced industry advisors and partners, Green Meadows will ensure the greatest likelihood of establishing and operating a highly profitable set of medical marijuana companies in Massachusetts, looking toward future participation in and scaling to the extremely lucrative adult-use market.



Plan for Restricting Access to Age 21 and Older

Pursuant to 935 CMR 500.050(8)(b), Green Meadows Farm, LLC (“Green Meadows”) will only be accessible to individuals 21 years of age or older with a verified and valid government-issued photo ID. At Green Meadows’ co-located retail operations, for any individual who is younger than 21 years old but 18 years of age or older, they shall not be admitted unless they produce an active medical registration card issued by the Medical Use of Marijuana Program. If the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active medical registration card and they are accompanied by a personal caregiver with an active medical registration card. In addition to the medical registration card, registered qualifying patients 18 years of age and older and personal caregivers must also produce proof of identification. Upon entry into the premises of the marijuana establishment by an individual, a Green Meadows agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

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

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

attractive to minors. Green Meadows's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).



cultivate | extract | dispense

Personnel Policies Including Background Checks

Overview

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

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

Agent Personnel Records

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

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

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

After-Hours Contacts

Robert H. Patton

P: 203-979-1204

E: bobpatton@greenmeadows.com

Christian Zawacki
P: 646-469-5001
E: chris@greenmeadows.com

Hours of Operation (subject to approval by the Special Permit Granting Authority)

Monday: 9:00 AM - 9:00 PM

Tuesday: 9:00 AM - 9:00 PM

Wednesday: 9:00 AM - 9:00 PM

Thursday: 9:00 AM - 9:00 PM

Friday: 9:00 AM - 9:00 PM

Saturday: 9:00 AM - 9:00 PM

Sunday: 10:00 AM - 7:00 PM

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Green Meadows will undergo a detailed background investigation prior to being granted access to a Green Meadows facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Green Meadows pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Green Meadows will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Green Meadows will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.



cultivate | extract | dispense

- b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Green Meadows will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
 - All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
 - References provided by the agent will be verified at the time of hire.
 - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Green Meadows or the Commission.

Personnel Policies and Training

As outlined in Green Meadows's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Green Meadows agents are required to complete training as detailed in Green Meadows's Qualifications and Training plan which includes but is not limited to the Green Meadows's strict alcohol,



smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

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

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



cultivate | extract | dispense



Plan for Separating Recreational from Medical Operations

Green Meadows Farm, LLC (“Green Meadows”) has developed plans and procedures to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with 935 CMR 502.000.

Prior to the point of sale or at the point of sale, Green Meadows will designate whether marijuana and/or Marijuana Products are intended for sale for adult use or medical use through Metrc. All marijuana and Marijuana Products will be transferred to the appropriate license within Metrc prior to sale. After the point of sale, Green Meadows will reconcile that inventory in Metrc.

In compliance with 935 CMR 502.140, Green Meadows will ensure that registered patients have access to a sufficient quantity and variety of medical marijuana and marijuana products. For the first six (6) months of operations, 35% of Green Meadows’ marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, Green Meadows will maintain a quantity and variety of medical marijuana products for registered patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding six (6) months. Marijuana products reserved for patient supply will, unless unreasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six (6) months. If a substitution must be made, the substitution will reflect the type and strain no longer available as closely as possible.

On a quarterly basis, Green Meadows will submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical marijuana and marijuana products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six (6) months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, Green Meadows will submit a report to the Commission. Marijuana products reserved for patient supply will be either: (1) maintained on-site at Green Meadows’ retailer or easily accessible at another Green Meadows location and transferable to the retailer location within 48 hours of notification that the on-site supply has been exhausted. Green Meadows will perform audits of patient supply available on a weekly basis and retain those records for a period of six (6) months. Green Meadows may transfer marijuana products reserved for medical-use to adult-use within a reasonable period of time prior to the date of expiration provided that the product does not pose a risk to health or safety.

In addition to virtual separation, Green Meadows will provide for physical separation between the medical and adult use sales areas. A temporary or semi-permanent physical barrier, such as a stanchion or other divider, will be installed to create separate, clearly marked lines for patients/caregivers and adult-use consumers. Trained marijuana establishment agents will verify the age of all individuals, as

well the validity of any Medical Use of Marijuana Program ID Cards, upon entry to the facility and direct them to the appropriate queue. Green Meadows' agents will prioritize patient and caregiver identification verification and physical entry into the retail area.

Access to the adult-use marijuana queue will be limited to individuals 21 years of age or older, regardless if the individual is registered as a patient/caregiver. Registered patients under the age of 21 will only have access to the medical marijuana queue. A registered patient/caregiver 21 years of age or older will be permitted to access either queue and will not be limited only to the medical marijuana queue, so long as the transaction can be recorded in accordance with 935 CMR 501.105.

Green Meadows will also provide an enclosed patient consultation area that is separate from the sales floor to allow privacy and for confidential visual and auditory consultation. The patient consultation area will have signage stating "Consultation Area" and will be accessible by patients and caregivers without having to traverse a Limited Access area.

Green Meadows will also maintain separate financial records for adult-use products and medical products to ensure compliance with the applicable tax laws.



cultivate | extract | dispense

MAINTAINING OF FINANCIAL RECORDS

Green Meadows Farm, LLC's ("**Green Meadows**") operating policies and procedures ensure financial records are accurate and maintained in compliance with state regulations. Financial records maintenance measures include policies and procedures requiring that:

- Confidential financial information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required by law or pursuant to a court order. However, the Cannabis Control Commission (the "**Commission**") may access this information to carry out its official duties.
- Green Meadows will comply with all recordkeeping requirements, including:
 - Keeping written business records, available for inspection, and in accordance with Generally Accepted Accounting Principles (GAAP), which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, including journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Green Meadows.
 - Green Meadows will comply with all sales recording requirements, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (the "DOR"), and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;



GREEN MEADOWS

cultivate | extract | dispense

- Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Separate accounting practices at the point-of-sale for marijuana and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and state regulations; and
 - If Green Meadows is permitted to co-locate a Medical Marijuana Treatment Center at the proposed location, maintaining and providing the Commission on a biannual basis accurate sales data collected during the preceding six (6) months to ensure an adequate supply of marijuana and marijuana products.
- Additional written financial records will be securely maintained, including records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements and all bond or escrow requirements;
 - Fees, fines or penalties paid under state regulations and other applicable sections of the regulations.



GREEN MEADOWS

cultivate | extract | dispense

QUALIFICATIONS AND TRAINING

Green Meadows Farm, LLC (“**Green Meadows**”) will ensure that all individuals hired to work at Green Meadows’ Marijuana Establishment are qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with state regulations, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Green Meadows will also ensure that its employees are suitable for registration consistent with state regulations concerning suitability. In the event that Green Meadows discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Green Meadows will notify the Cannabis Control Commission within one (1) business day that the agent is no longer associated with Green Meadows.

Training

As required by state regulations and prior to performing job functions, each of Green Meadows’ agents will complete training that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

On or after July 1, 2019, all of Green Meadows’ current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to be designated a “responsible vendor.” Green Meadows’ new, non-administrative employees involved in the handling and sale of marijuana will complete the Responsible Vendor Program within 90 days of the date they are hired.

Green Meadows' employees involved in the handling and sale of marijuana will then successfully complete the program once every year thereafter. Green Meadows' records of Responsible Vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other licensing authorities upon request.

As part of the Responsible Vendor program, Green Meadows' agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - a. Local and state licensing and enforcement;
 - b. Incident and notification requirements;
 - c. Administrative and criminal liability and license sanctions and court sanctions;
 - d. Waste disposal and health and safety standards;
 - e. Patrons prohibited from bringing marijuana onto licensed premises;
 - f. Permitted hours of sale and conduct of establishment;
 - g. Permitting inspections by state and local licensing and enforcement authorities;
 - h. Licensee responsibilities for activities occurring within licensed premises;
 - i. Maintenance of records and privacy issues; and
 - j. Prohibited purchases and practices.



GREEN MEADOWS

cultivate | extract | dispense

QUALITY CONTROL AND TESTING

Quality Control

Green Meadows Farm, LLC (“**Green Meadows**”) will comply with the following sanitary requirements:

1. Any Green Meadows agent whose job includes contact with marijuana or nonedible marijuana products will comply with the requirements for food handlers set forth in 105 CMR 300.000.
2. All edible marijuana products will be handled and stored in compliance with the sanitation requirements in 105 CMR 500.000.
3. Any Green Meadows agent working in direct contact with marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
4. Green Meadows’ hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
5. Green Meadows’ facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
6. Green Meadows will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to state regulations;
7. Green Meadows’ floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
8. Green Meadows’ facility will have adequate safety lighting in all storage areas, as well as areas where equipment or utensils are cleaned;
9. Green Meadows’ buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
10. Green Meadows will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
11. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
12. Green Meadows will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;



GREEN MEADOWS

cultivate | extract | dispense

13. Green Meadows will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
14. Green Meadows' plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
15. Green Meadows will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
16. Green Meadows will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
17. Green Meadows will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

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

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

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

Testing

Green Meadows will not sell or otherwise market marijuana or marijuana products that have not been tested by a licensed Independent Testing Laboratory and deemed to comply with the standards required under state regulations. Testing will 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 Department of Public Health ("DPH"). Testing of Green Meadows' environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH. Green Meadows will maintain testing results in compliance with state regulations and Green Meadows'



GREEN MEADOWS

cultivate | extract | dispense

recordkeeping policies, and will maintain the results of all testing for no less than one (1) year.

Green Meadows' policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1), include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

All transportation of marijuana to and from Independent Testing Laboratories will comply with state regulations concerning transportation, and all storage of Green Meadows' marijuana at a testing laboratory will comply with state regulations. All excess marijuana will be disposed of either by the Independent Testing Laboratory returning excess marijuana to Green Meadows for disposal or by the Independent Testing Laboratory disposing of it directly.

RECORDKEEPING PROCEDURES

General Overview

Green Meadows Farm, LLC (“**Green Meadows**”) has established policies regarding recordkeeping and record-retention to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Green Meadows documents. Records will be stored at Green Meadows’s establishment in a secure location designated for record retention. All written records will be available for inspection by the Cannabis Control Commission upon request.

Recordkeeping

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

- Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits, Site Plan Approvals and Variances
 - As-Built Drawings
 - Corporate Governance:
 - Annual Report
 - Secretary of State Filings



GREEN MEADOWS

cultivate | extract | dispense

- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;
 - Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Green Meadows, including members, if any.

- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Green Meadows and will include, at a minimum, the following:
 - All materials submitted to the Commission;
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations;
 - A record of any disciplinary action taken; and
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe operations conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with state regulations.



GREEN MEADOWS

cultivate | extract | dispense

- Handling and Testing of Marijuana Records
 - Green Meadows will maintain the results of all testing for a minimum of one (1) year.

- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.

- Seed-to-Sale Tracking Records
 - Green Meadows will use a seed-to-sale tracking system approved by the Commission to maintain real-time inventory, and inventory reporting will meet the requirements specified by the Commission and state regulations including, at a minimum, an inventory of marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - Green Meadows will also maintain METRC compliance and management records to the extent required by the Commission.

- Incident Reporting Records
 - Within ten (10) calendar days, Green Meadows will provide written notice to the Commission of any relevant incident, by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Green Meadows for no less than one (1) year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.



GREEN MEADOWS

cultivate | extract | dispense

- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Green Meadows will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Green Meadows agents present during the disposal or handling, with their signatures. Green Meadows will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.

- Transportation Records
 - Green Meadows will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.

- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

- Closure
 - In the event Green Meadows closes, all records will be kept for at least two (2) years at Green Meadows's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Green Meadows will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

- Written Operating Policies and Procedures: Policies and Procedures related to Green Meadows' operations will be updated as needed and will undergo a review by the executive management team on an ongoing basis. Policies and Procedures will include the following:
 - Security measures in compliance with state regulations;
 - Agent security policies, including personal safety and crime prevention techniques;
 - A description of Green Meadows's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to state regulations;
 - Storage of marijuana in compliance with state regulations;
 - Description of the various strains of marijuana to be sold, and the form(s) in which marijuana will be dispensed;
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with state regulations;
 - Plans for quality control, including product testing for contaminants in compliance with state regulations;
 - A staffing plan and staffing records in compliance with state regulations;
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported local law enforcement and to the Commission;
 - Engaged in unsafe practices with regard to Green Meadows operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
 - A list of all executives of Green Meadows, and members, if any, of the licensee must be made available upon request by any Green



GREEN MEADOWS

cultivate | extract | dispense

Meadows. This requirement may be fulfilled by placing this information on Green Meadows's website;

- Policies and procedures for the handling of cash on Green Meadows premises including but not limited to storage, collection frequency and transport to financial institution(s);
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old;
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

Green Meadows will meet Commission recordkeeping requirements and retain a copy of all records for at least two (2) years.

Diversity Plan

Overview

Green Meadows Farm, LLC (“Green Meadows”) is an employer dedicated to promoting equity in its operations for diverse populations.

Green Meadows’ Senior Vice President of Retail Operations will direct the company’s Diversity Plan with its associated goals, programs, and measurements to promote equity in company operations.

Goals

1. Strive through hiring practices to employ individuals so that Green Meadows’ employee demographic meets or exceeds the local community’s demographic (via the United States Census Bureau, July 2018) in the below-listed groups:
 - i. 37.6% Minorities
 - ii. 50.7% Women
 - iii. 7.2% Veterans
 - iv. 14.2% People with disabilities
2. Strive through hiring and training practices to employ individuals in the above-listed demographics to hold at least 25% of Green Meadows’ management and executive positions and to provide them tools for success.

Programs

1. Advertise for Diversity and Target Recruitment Activities to Diverse Populations
 - List job openings once per quarter with at least one (1) professional organization or media outlet that reaches diverse audiences, including the Center of Hope Foundation in Southbridge.
 - Ask those organizations and outlets for names of potential candidates at least once per quarter.
 - Discuss objectives with hiring managers on a quarterly basis and track the demographic profile of existing staff to refine, increase, and achieve diversity goals.
2. Provide On-the-Job Mentorships and Career Ladders
 - Provide information on industry training and mentorship opportunities quarterly.
 - Encourage individual initiative and publicize opportunities for advancement quarterly within the company and marijuana industry as a whole.

- Provide at least two (2) mentors for staff from under-represented groups.
3. Demonstrate an Organizational Commitment to Diversity
 - Publicize the company's commitment to diversity through marketing efforts quarterly.
 - Review policies that affect work / life balance twice per year and make changes to reflect changing family structures, home situations, and cultural norms.

Measurements

1. The company will calculate and record, no less than annually, the number of self-identified members of under-represented populations among management and staff in order to provide a base measure of diversity employment.
2. The company will maintain an up-to-date record of recruitment, hiring, and promotion of people falling into the above-mentioned demographic groups.
3. The company will document the number and type of postings and job announcements in media outlets and other venues serving under-represented populations.
4. The company will annually review, and document, its staff and management diversity plan, to ensure that it reflects the demographic diversity of its Host Community.

Beginning upon receipt of Green Meadows' first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Green Meadows will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. Green Meadows is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgments

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

