



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282987
Original Issued Date: 02/24/2022
Issued Date: 02/24/2022
Expiration Date: 02/24/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Green Patriot LLC

Phone Number: 508-397-0217
Email Address: jodiem1955@gmail.com

Business Address 1: 110 Bullards Crossing
Business City: Hinsdale Business State: MA Business Zip Code: 01235
Business Address 2:
Mailing Address 1: 53 Town Farm Road
Mailing City: Ipswich Mailing State: MA Mailing Zip Code: 01938
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

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

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?: no
If no, describe the circumstances below: Green Patriot is a new applicant. Not currently an existing RMD.

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 Percentage Of Control: 60
Role: Owner / Partner Other Role:
First Name: Joseph Last Name: McCarthy Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership:

Percentage Of Control: 40

Role: Other (specify)

Other Role: Capital Contributor

First Name: Elizabeth

Last Name: McCarthy

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Joseph

Last Name: McCarthy

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$66814.3

Percentage of Initial Capital: 50

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Elizabeth

Last Name: McCarthy

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$66814.3

Percentage of Initial Capital: 50

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 110 Bullards Crossing

Establishment Address 2:

Establishment City: Hinsdale

Establishment Zip Code: 01235

Approximate square footage of the Establishment: 10000

How many abutters does this property have?: 3

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

Cultivation Tier:

Cultivation Environment:

FEE QUESTIONS

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	08162021-_Host Agreement Attestation - Completed by Hinsdale (1).pdf	pdf	612e45580b068e073262a18f	08/31/2021
Plan to Remain Compliant with Local Zoning	Hinsdale - Plan to Remain Compliant with Local Zoning REV.pdf	pdf	613bd318b9f60d076b8d7705	09/10/2021
Community Outreach Meeting Documentation	REV COM documentation - reduced file size.pdf	pdf	616efbfa734f4a69091d4b56	10/19/2021
Community Outreach Meeting Documentation	2021.10.28 Letter to CCC re COM doc.pdf	pdf	617ae3d37f037d37d69b7941	10/28/2021

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	Positive Impact Plan with letter.pdf	pdf	616f01e1af787c692aacd7bb	10/19/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role: Manager
First Name: Joseph Last Name: McCarthy Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Other (specify) Other Role: Capital Contributor
First Name: Elizabeth Last Name: McCarthy Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	GP Certificate of Organization.pdf	pdf	612e4031ab6739076439c512	08/31/2021
Bylaws	Green Patriot-By-Laws.pdf	pdf	612e508a8aea4607aa2ac189	08/31/2021
Secretary of Commonwealth -	2021-09-30 GP Good Standing.pdf	pdf	6155d391c28c0968f3844210	09/30/2021

Certificate of Good Standing				
Articles of Organization	Green Patriot OA v4 - executed.pdf	pdf	61573926ff5a8a691f8566b7	10/01/2021
Department of Revenue - Certificate of Good standing	Green_Patriot__DOR_-_Certificate_of_Good_Standing (1).pdf	pdf	615f23dac28c0968f3846dee	10/07/2021
Department of Revenue - Certificate of Good standing	DUA Good Standing exemption - signed.pdf	pdf	615f3fc83d1a3f6867ed2d0d	10/07/2021

No documents uploaded

Massachusetts Business Identification Number: 001414338

Doing-Business-As Name: Green Patriot LLC

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan to Obtain Liability Insurance REV.pdf	pdf	613be6e4e014b807395c8877	09/10/2021
Business Plan	Business Plan rev.pdf	pdf	616f0b68269fa76914230454	10/19/2021
Proposed Timeline	Hinsdale Proposed Timeline for Operation REV2.pdf	pdf	616f10c63d1a3f6867ed6ca8	10/19/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	2 Restricting Access to 21+ Aug 2021.pdf	pdf	612e65e142744807726e4959	08/31/2021
Prevention of diversion	4 Prevention of Diversion - Aug 2021.pdf	pdf	612e65fbac541007407134d1	08/31/2021
Storage of marijuana	5 Storage - Aug 2021.pdf	pdf	612e6605a82c5807742a682e	08/31/2021
Transportation of marijuana	6 Transportation SOP.pdf	pdf	612e6613e014b807395c4b32	08/31/2021
Inventory procedures	7 Inventory Procedures - Aug 2021.pdf	pdf	612e661e23f64d075364d518	08/31/2021
Quality control and testing	8 Quality Control and Testing - Aug 2021.pdf	pdf	612e6626ac541007407134d7	08/31/2021
Dispensing procedures	9 Dispensing Procedures.pdf	pdf	612e6634e014b807395c4b36	08/31/2021
Personnel policies including background checks	10 Personnel Policies - Aug 2021.pdf	pdf	612e6641d64352077f3c041e	08/31/2021
Record Keeping procedures	11 Recordkeeping SOP - Aug 2021.pdf	pdf	612e664eac541007407134db	08/31/2021
Maintaining of financial records	12 Maintaining of Financial Records - Aug 2021.pdf	pdf	612e665c0f4d6c075e3da2ba	08/31/2021
Qualifications and training	14 Qualifications and Training - Aug 2021.pdf	pdf	612e667fd64352077f3c0426	08/31/2021
Energy Compliance Plan	15 Energy Compliance Plan.pdf	pdf	612e6686d64352077f3c042a	08/31/2021
Security plan	3 Security SOP clean rev.pdf	pdf	613c00440b068e073262e0bb	09/10/2021
Policies and Procedures for cultivating.	1 Cultivation SOP rev.pdf	pdf	613c061e0b068e073262e0cd	09/10/2021

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 6:00 AM	Monday To: 11:00 PM
Tuesday From: 6:00 AM	Tuesday To: 11:00 PM
Wednesday From: 6:00 AM	Wednesday To: 11:00 PM
Thursday From: 6:00 AM	Thursday To: 11:00 PM
Friday From: 6:00 AM	Friday To: 10:00 PM
Saturday From: 6:00 AM	Saturday To: 11:00 PM
Sunday From: 6:00 AM	Sunday To: 11:00 PM

Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

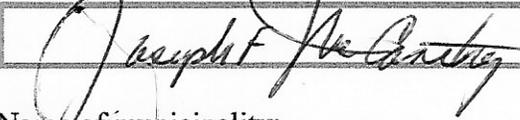
1. Name of applicant:

Green Patriot LLC

2. Name of applicant’s authorized representative:

Joseph F. McCarthy

3. Signature of applicant’s authorized representative:



4. Name of municipality:

Town of Hinsdale

5. Name of municipality’s contracting authority or authorized representative:

Robert D. Graves, Town Administrator



6. Signature of municipality's contracting authority or authorized representative:

Robert D. Graves (Bob)

Digitally signed by Robert D. Graves (Bob)
Date: 2021.08.16 11:56:59 -04'00'

7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

town.administrator@hinsdalema.gov

8. Host community agreement execution date:

8/12/21

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the execution date below pursuant to G.L. c. 90A § 20B.

1. Name of applicant:	
2. Name of applicant's authorized representative:	
3. Authorized signature of applicant's authorized representative:	
4. Name of municipality:	
5. Name of municipality's contracting authority or authorized representative:	



Plan to Remain Compliant with Local Zoning

Hinsdale's Zoning Bylaws require any marijuana business to obtain a Special Permit from the Town of Hinsdale Special Permit Granting Authority, which is the Select Board. Additionally, the Bylaws impose the following requirements:

1. No outside storage of marijuana, marijuana products, related supplies or educational materials is permitted, except at open-air, outdoor cultivation facilities.
2. All activities shall be conducted indoors, except for open-air, outdoor cultivation facilities
3. Devices, contrivances instruments and paraphernalia for inhaling or otherwise consuming marijuana, including, but not limited to, rolling papers and related tools, water pipes, and vaporizers may be lawfully sold at a marijuana retailer. No retail marijuana, marijuana products, or paraphernalia shall be displayed or kept in a retail marijuana store so as to be visible from outside of the licensed premises.
4. A marijuana retailer may not open earlier than 8am and shall not close later than 8pm the same day, Monday through Saturday, and no earlier than 12:00pm and no later than 6pm on Sunday. There shall be no hourly restrictions on any other type of marijuana business unless it is imposed by the Select Board as part of site plan approval.
5. On-site consumption is prohibited on or within the premises of any marijuana business except for research facilities.
6. Marijuana businesses are prohibited from selling alcoholic beverages.

The applicant will comply with all of the applicable rules above. Applicant has already submitted its application for a Special Permit to the Select Board and expects to be approved and have the special permit issued within the next 60 days.

In addition to the above, Applicant remain compliant with local zoning rules by engaging in the requisite processes with the Planning Board. The applicant will continue to ensure compliance with local zoning requirements by meeting any reporting requirements or other obligations owed to the Planning Board, including responding to informational and inspection requests from the Planning Board, the Town Building Inspector, and any other relevant local governmental authorities. Furthermore, the applicant will keep abreast of changes in local bylaws and ordinances by monitoring the results of town meetings, special elections and ballot initiatives.

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s):

3 Sep 2020
30 Sep 2021
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

- a. Date of publication:
- b. Name of publication:

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

- a. Date notice filed:

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

- a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Green Patriot LLC

Name of applicant's authorized representative:

Joseph F. McCarthy

Signature of applicant's authorized representative:

Joseph F. McCarthy

Public Notices

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF COLUMBIA INDEX NO. E012020016250

Public Notices

Defendants. To the above named Defendants

Public Notices

CITY OF NORTH ADAMS IN CITY COUNCIL AUGUST 10, 2021

Public Notices

APPEARANCE IN SAID COURT AT: PITTSFIELD ON OR BEFORE TEN O'CLOCK IN THE MORNING (10:00 AM) ON: 11/19/21

Public Notices

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

Public Notices

right to ask for a lawyer. Anyone may make this request on behalf of the above-named person.

BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST Plaintiff,

YOU ARE HEREBY SUMMONED to answer the Complaint in the above entitled action and to serve a copy of your Answer on the plaintiff's attorney within twenty (20) days of the service of this Summons, exclusive of the day of service, or within thirty (30) days after service of the same is complete where service is made in any manner other than by personal delivery within the State.

That the City Clerk is hereby directed to cause to be published and posted as provided in Section 63 of Chapter 54 of the General Laws, the following notice of election:

AD# 60146 09/15/2021, 09/22/2021 09/29/2021

To all persons interested in the above captioned estate, by Petition of Petitioner Laurel A. Nolet of Chester MA

WITNESS, Hon. Richard A. Simons First Justice of this Court Date: August 25, 2021

-against-

Plaintiff designates COLUMBIA as the place of trial situs of the real property

LOCAL PRELIMINARY ELECTION

AD# 60189 09/15/2021

Laurel A. Nolet of Chester MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

AD# 60213 09/15/2021

SUPPLEMENTAL SUMMONS

Mortgaged Premises: 68 MAIN STREET, NEW LEBANON, NY 12125

September 21, 2021 City of North Adams Massachusetts

Berkshire Humane Society will hold its 29th annual meeting on Wednesday September 22, 2021 at 5:30 at its 214 Barker Road location.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court.

Commonwealth of Massachusetts The Trial Court Probate and Family Court

ANDREA PATIENT, AS HEIR AND DISTRIBUTE OF THE ESTATE OF DUANE LEHMAN, if living, and if she/he be dead, any and all persons unknown to plaintiff, claiming, or who may claim to have an interest in, or general or specific lien upon the real property described in this action;

NOTICE OF NATURE OF ACTION AND RELIEF SOUGHT THE OBJECT of the above caption action is to foreclose a Mortgage to secure the sum of \$156,000.00 and interest, recorded on February 16, 2006, in Liber 568 at Page 1148, of the Public Records of COLUMBIA County, New York, covering premises known as 68 MAIN STREET, NEW LEBANON, NY 12125.

Ward 1. Saint Elizabeth's Parish Center St. Anthony Drive Ward 2. Saint Elizabeth's Parish Center St. Anthony Drive Ward 3. Saint Elizabeth's Parish Center St. Anthony Drive Ward 4. Saint Elizabeth's Parish Center St. Anthony Drive Ward 5. Saint Elizabeth's Parish Center St. Anthony Drive

AD# 60189 09/15/2021

INFORMAL PROBATE PUBLICATION NOTICE Docket No. BE21P0665EA

In the matter of: Ryder J Smith

ANDREA PATIENT, AS HEIR AND DISTRIBUTE OF THE ESTATE OF DUANE LEHMAN, if living, and if she/he be dead, any and all persons unknown to plaintiff, claiming, or who may claim to have an interest in, or general or specific lien upon the real property described in this action;

THE relief sought in the within action is a final judgment directing the sale of the premises described above to satisfy the debt secured by the Mortgage described above.

The polls will be opened at 9:00 o'clock in the forenoon, and closed at 8:00 o'clock in the afternoon; and all voters will, in the several wards in which they are entitled to vote, between said hours, give in their votes for:

AD# 60189 09/15/2021

INFORMAL PROBATE PUBLICATION NOTICE Docket No. BE21P0665EA

To: Mariah A Labonte, Address Unknown and persons interested in a petition for the adoption of said child and to the Department of Children and Families of said Commonwealth.

ANDREA PATIENT, AS HEIR AND DISTRIBUTE OF THE ESTATE OF DUANE LEHMAN, any and all persons unknown to plaintiff, claiming, or who may claim to have an interest in, or general or specific lien upon the real property described in this action;

COLUMBIA County is designated as the place of trial because the real property affected by this action is located in said county.

AD# 60228 09/15/2021

Commonwealth of Massachusetts The Trial Court Probate and Family Court CITATION G.L.c. 210, § 6 Docket No. BE21A0014AD

INFORMAL PROBATE PUBLICATION NOTICE Docket No. BE21P0678EA

Notice is hereby given that the Green Patriot LLC. will hold a Community Outreach Meeting on Thursday, September 30th at 110 Bullards Crossing, Hinsdale, MA 01235 starting at 5 PM to 6 PM to discuss the proposed siting of an Adult Use Marijuana Establishment in the Town of Hinsdale.

ANDREA PATIENT, AS HEIR AND DISTRIBUTE OF THE ESTATE OF DUANE LEHMAN, any and all persons unknown to plaintiff, claiming, or who may claim to have an interest in, or general or specific lien upon the real property described in this action;

YOU ARE IN DANGER OF LOSING YOUR HOME If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

AD# 60228 09/15/2021

Commonwealth of Massachusetts The Trial Court Probate and Family Court CITATION G.L.c. 210, § 6 Docket No. BE21A0014AD

INFORMAL PROBATE PUBLICATION NOTICE Docket No. BE21P0678EA

Green Patriot, LLC. intends to apply for a license to operate for one or more of the following Adult-Use Marijuana Establishment licenses: Marijuana Cultivator; Marijuana Product Manufacturer; and Marijuana Transporter, to be located at 110 Bullards Crossing, Hinsdale. In accordance with M.G.L. c. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.00 et seq.

ANDREA PATIENT, AS HEIR AND DISTRIBUTE OF THE ESTATE OF DUANE LEHMAN, any and all persons unknown to plaintiff, claiming, or who may claim to have an interest in, or general or specific lien upon the real property described in this action;

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

AD# 60228 09/15/2021

Commonwealth of Massachusetts The Trial Court Probate and Family Court CITATION G.L.c. 210, § 6 Docket No. BE21A0014AD

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ANDREA PATIENT, AS HEIR AND DISTRIBUTE OF THE ESTATE OF DUANE LEHMAN, any and all persons unknown to plaintiff, claiming, or who may claim to have an interest in, or general or specific lien upon the real property described in this action;

SENDING A PAYMENT TO THE MORTGAGE COMPANY WILL NOT STOP THE FORECLOSURE ACTION.

AD# 60228 09/15/2021

Commonwealth of Massachusetts The Trial Court Probate and Family Court CITATION G.L.c. 210, § 6 Docket No. BE21A0014AD

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ANDREA PATIENT, AS HEIR AND DISTRIBUTE OF THE ESTATE OF DUANE LEHMAN, any and all persons unknown to plaintiff, claiming, or who may claim to have an interest in, or general or specific lien upon the real property described in this action;

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

AD# 60228 09/15/2021

Commonwealth of Massachusetts The Trial Court Probate and Family Court CITATION G.L.c. 210, § 6 Docket No. BE21A0014AD

INFORMAL PROBATE PUBLICATION NOTICE Docket No. BE21P0678EA

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INFORMAL PROBATE PUBLICATION NOTICE Docket No. BE21P0678EA

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ANDREA PATIENT, AS HEIR AND DISTRIBUTE OF THE ESTATE OF DUANE LEHMAN, any and all persons unknown to plaintiff, claiming, or who may claim to have an interest in, or general or specific lien upon the real property described in this action;

SENDING A PAYMENT TO THE MORTGAGE COMPANY WILL NOT STOP THE FORECLOSURE ACTION.

AD# 60228 09/15/2021

Commonwealth of Massachusetts The Trial Court Probate and Family Court CITATION G.L.c. 210, § 6 Docket No. BE21A0014AD

INFORMAL PROBATE PUBLICATION NOTICE Docket No. BE21P0678EA

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Primetime

A Pittsfield B North County C West Stockbridge, Lanesborough, Hinsdale Movies

Sept. 15, 2021

Table with columns for time slots (7 PM, 7:30, 8 PM, 8:30, 9 PM, 9:30, 10 PM, 10:30, 11 PM, 11:30) and rows for various TV channels (WBZ, WSHM, WRGB, WCVB, WTEN, WNYT, WWLP, WGBY, WCWN, WMHT, WPIX, WNYA, WXXA, A&E, AMC, BET, BRAVO, CNBC, CNN, COMC, CSNNE, DISC, DISN, ESPN, ESPN2, FNC, FREE, FX, HBO, HIST, LIFE, MAX, MSNBC, NESN, NICK, POP, PRMT, SHOW, SYFY, TCM, TBS, TLC, TMC, TNT, USA).

James J. Sisto, Esq. Berkshire Elder Law Center PC 40 Main Street, 2nd Floor North Adams, MA 01247 413-664-7700

AD# 60229 09/15/2021

Commonwealth of Massachusetts The Trial Court Probate and Family Court

CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF GUARDIAN FOR INCAPACITATED PERSON PURSUANT TO G.L.c. 190B, §5-304 Docket No. BE21P0245GD

In the matter of: Robert Pienkowski Of: Pittsfield, MA

Respondent Alleged Incapacitated Person

To the named Respondent and all other interested persons, a petition has been filed by Hillcrest Commons Nursing Facility of Pittsfield MA in the above captioned matter alleging that Robert Pienkowski is in need of a Guardian and requesting that (or some suitable person) be appointed as Guardian to serve Without Surety on the bond.

Berkshire Probate and Family Court 44 Bank Row Pittsfield, MA 01201

The petition asks the court to determine that the Respondent is incapacitated, that the appointment of a Guardian is necessary, and that the proposed Guardian is appropriate. The petition is on file with this court and may contain a request for certain specific authority.

AD# 60236 09/15/2021

RICHMOND CONSERVATION COMMISSION

The Richmond Conservation Commission will hold a virtual on-line remote public hearing on Tuesday, September 21, 2021 at 7:00 PM to consider a Notice of Intent from Civil/Arc/Design on behalf of the Town of Richmond Highway Department. The proposed work consists of clearing brush and removing sediment and debris from the existing drainage swale along the frontage of 670 Dublin Road to re-establish ditch flow capacity. Persons wishing to access this on-line public hearing should consult the posted Agenda for instructions and access codes. This hearing will be conducted under the Massachusetts Wetlands Protection Act and the Richmond Local Wetland Bylaw. Ronald Veillette, Chairman.

AD# 60244 09/15/2021

IMPORTANT NOTICE The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about both affairs or financial affairs or both. The above-named person has the

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

- 1. The type(s) of Adult-Use Marijuana Facility to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community through a Host Agreement on Medical Marijuana and Tax Incentives on Recreational Marijuana;
5. Plans to ensure the establishment will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare or other conditions.

Interested member of the community are encouraged to ask question and receive answers from Green Patriot representative, Joseph McCarthy. Mr. McCarthy will take questions and provide answers about the proposed medical and adult-use proposed facility operations.

A copy of this notice has been published in a local newspaper at least seven (14) calendar days prior to the meeting and filed with the Town Clerk, the Planning Board, and Town Administrator of the Town of Hinsdale. This notice was also mailed at least seven (14) calendar days prior to the meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

AD# 60236 09/15/2021

AD# 60244 09/15/2021



Jodie Mccarthy <jodiem1955@gmail.com>

Green Patriot

1 message

Jodie Mccarthy <jodiem1955@gmail.com>

Wed, Sep 15, 2021 at 1:41 PM

To: Select Board Assistant <select.board@hinsdalema.gov>, Bob Graves <Town.Administrator@hinsdalema.gov>, Planning <planning@hinsdalema.gov>, clerk@hinsdalema.gov

Good Afternoon All-

As required by the Cannabis Control Commission I am required to hold another Community Outreach Meeting. The previous meeting timeline has expired and to fulfill the applications requirement it must be held again.

Please see attached.

Best,
Jodie

 **Community Outreach Meeting-9-30-2021.pdf**
390K

Public Notices

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF COLUMBIA INDEX NO. E012020016250

Public Notices

Defendants. To the above named Defendants

Public Notices

CITY OF NORTH ADAMS IN CITY COUNCIL AUGUST 10, 2021

Public Notices

APPEARANCE IN SAID COURT AT: PITTSFIELD ON OR BEFORE TEN O'CLOCK IN THE MORNING (10:00 AM) ON: 11/19/21

Public Notices

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

Public Notices

right to ask for a lawyer. Anyone may make this request on behalf of the above-named person.

BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST Plaintiff,

YOU ARE HEREBY SUMMONED to answer the Complaint in the above entitled action and to serve a copy of your Answer on the plaintiff's attorney within twenty (20) days of the service of this Summons, exclusive of the day of service, or within thirty (30) days after service of the same is complete where service is made in any manner other than by personal delivery within the State.

LOCAL PRELIMINARY ELECTION September 21, 2021 City of North Adams Massachusetts

Berkshire Humane Society will hold its 29th annual meeting on Wednesday September 22, 2021 at 5:30 at its 214 Barker Road location.

To all persons interested in the above captioned estate, by Petition of Petitioner Laurel A. Nolet of Chester MA

WITNESS, Hon. Richard A. Simons First Justice of this Court Date: August 25, 2021

Plaintiff designates COLUMBIA as the place of trial situs of the real property

SUPPLEMENTAL SUMMONS

In accordance with the provisions of Chapter 54 of the General Laws, notice is hereby given that meetings of the citizens of North Adams, qualified to vote, will be held on Tuesday, twenty-first day of September 2021 in the following places, namely:

AD# 60146 09/15/2021, 09/22/2021 09/29/2021

Laurel A. Nolet of Chester MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

AD# 60219 09/15/2021

Mortgaged Premises: 68 MAIN STREET, NEW LEBANON, NY 12125

NOTICE OF NATURE OF ACTION AND RELIEF SOUGHT THE OBJECT of the above caption action is to foreclose a Mortgage to secure the sum of \$156,000.00 and interest, recorded on February 16, 2006, in Liber 568 at Page 1148, of the Public Records of COLUMBIA County, New York, covering premises known as 68 MAIN STREET, NEW LEBANON, NY 12125.

Ward 1. Saint Elizabeth's Parish Center St. Anthony Drive Ward 2. Saint Elizabeth's Parish Center St. Anthony Drive Ward 3. Saint Elizabeth's Parish Center St. Anthony Drive Ward 4. Saint Elizabeth's Parish Center St. Anthony Drive Ward 5. Saint Elizabeth's Parish Center St. Anthony Drive

AD# 60189 09/15/2021

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration.

AD# 60213 09/15/2021

ANDREA PATIENT, AS HEIR AND DISTRIBUTE OF THE ESTATE OF DUANE LEHMAN, if living, and if she/he be dead, any and all persons unknown to plaintiff, claiming, or who may claim to have an interest in, or general or specific lien upon the real property described in this action; such unknown persons being herein generally described and intended to be included in the following designation, namely: the wife, widow, husband, widower, heirs at law, next of kin, descendants, executors, administrators, devisees, legatees, creditors, trustees, committees, lienors, and assignees of such deceased, any and all persons deriving interest in or lien upon, or title to said real property by, through or under them, or either of them, and their respective wives, widows, husbands, widowers, heirs at law, next of kin, descendants, executors, administrators, devisees, legatees, creditors, trustees, committees, lienors and assigns, all of whom and whose names, except as stated, are unknown to plaintiff; FLORENCE RAMIREZ LEHMAN, AS HEIR AND DISTRIBUTE OF THE ESTATE OF DUANE LEHMAN, any and all persons unknown to plaintiff, claiming, or who may claim to have an interest in, or general or specific lien upon the real property described in this action; such unknown persons being herein generally described and intended to be included in the following designation, namely: the wife, widow, husband, widower, heirs at law, next of kin, descendants, executors, administrators, devisees, legatees, creditors, trustees, committees, lienors and assigns, all of whom and whose names, except as stated, are unknown to plaintiff; SECRETARY OF HOUSING AND URBAN DEVELOPMENT; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; UNITED STATES OF AMERICA,

THE relief sought in the within action is a final judgment directing the sale of the premises described above to satisfy the debt secured by the Mortgage described above.

The polls will be opened at 9:00 o'clock in the forenoon, and closed at 8:00 o'clock in the afternoon; and all voters will, in the several wards in which they are entitled to vote, between said hours, give in their votes for:

AD# 60189 09/15/2021

Michael J. Shepard, PC 55 Church Street Pittsfield, MA 01201 413-499-0316

AD# 60213 09/15/2021

NOTICE YOU ARE IN DANGER OF LOSING YOUR HOME If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

COLUMBIA County is designated as the place of trial because the real property affected by this action is located in said county.

AD# 60228 09/15/2021

Commonwealth of Massachusetts The Trial Court Probate and Family Court CITATION G.L.c. 210, § 6 Docket No. BE21A0014AD

INFORMAL PROBATE PUBLICATION NOTICE Docket No. BE21P0665EA

Commonwealth of Massachusetts The Trial Court Probate and Family Court

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

SENDING A PAYMENT TO THE MORTGAGE COMPANY WILL NOT STOP THE FORECLOSURE ACTION.

AD# 60228 09/15/2021

INFORMAL PROBATE PUBLICATION NOTICE Docket No. BE21P0665EA

INFORMAL PROBATE PUBLICATION NOTICE Docket No. BE21P0678EA

Commonwealth of Massachusetts The Trial Court Probate and Family Court

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

Attorney for Plaintiff Glenn W. Caulfield, Esq. 900 Merchants Concourse, Suite 310 Westbury, NY 11590 516-280-7675

AD# 60228 09/15/2021

INFORMAL PROBATE PUBLICATION NOTICE Docket No. BE21P0463EA

INFORMAL PROBATE PUBLICATION NOTICE Docket No. BE21P0463EA

Commonwealth of Massachusetts The Trial Court Probate and Family Court

Send a copy of your answer to the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

Attorney for Plaintiff Glenn W. Caulfield, Esq. 900 Merchants Concourse, Suite 310 Westbury, NY 11590 516-280-7675

AD# 60228 09/15/2021

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Attorney for Plaintiff Glenn W. Caulfield, Esq. 900 Merchants Concourse, Suite 310 Westbury, NY 11590 516-280-7675

AD# 60228 09/15/2021

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Commonwealth of Massachusetts The Trial Court Probate and Family Court

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Attorney for Plaintiff Glenn W. Caulfield, Esq. 900 Merchants Concourse, Suite 310 Westbury, NY 11590 516-280-7675

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Commonwealth of Massachusetts The Trial Court Probate and Family Court

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INFORMAL PROBATE PUBLICATION NOTICE Docket No. BE21P0463EA

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Commonwealth of Massachusetts The Trial Court Probate and Family Court

Notice of Community Outreach Meeting

Notice is hereby given that the Green Patriot LLC. will hold a Community Outreach Meeting on Thursday, September 30th at 110 Bullards Crossing, Hinsdale, MA 01235 starting at 5 PM to 6 PM to discuss the proposed siting of an Adult Use Marijuana Establishment in the Town of Hinsdale.

Green Patriot, LLC. intends to apply for a license to operate for one or more of the following Adult-Use Marijuana Establishment licenses: Marijuana Cultivator; Marijuana Product Manufacturer; and Marijuana Transporter, to be located at 110 Bullards Crossing, Hinsdale. In accordance with M.G.L. c. 94 G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.00 et seq.

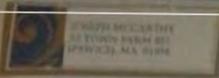
Topics to be discussed at the meeting will include, but not be limited to:

1. The type(s) of Adult-Use Marijuana Facility to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community through a Host Agreement on Medical Marijuana and Tax Incentives on Recreational Marijuana;
5. Plans to ensure the establishment will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare or other conditions.

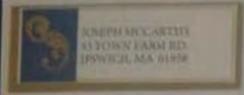
Interested member of the community are encouraged to ask question and receive answers from Green Patriot representative, Joseph McCarthy. Mr. McCarthy will take questions and provide answers about the proposed medical and adult-use proposed facility operations.

A copy of this notice has been published in a local newspaper at least seven (14) calendar days to prior to the meeting and filed with the Town Clerk, the Planning Board, and Town Administrator of the Town of Hinsdale. This notice was also mailed at least seven (14) calendar days prior to the meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

Joseph McCarthy
CEO- Green Patriot



[Redacted]
120 Bullards Crossing Road
Hinsdale, MA 01235



[Redacted]
1 White Birch
Hinsdale MA 01235



[Redacted]
100 Bullards Crossing Rd
Hinsdale MASS 01235



[Redacted]
470 North Washington State Road
Washington, Mass 01223



[Redacted]
190 Michaels Road
Hinsdale, MA 01235





**A. Dean
Law**

B O S T O N

Adrienne Dean, Esq.
adrienne@adean.law
(978) 770-8163

October 28, 2021

VIA MASSCIP SUBMISSION ONLY

Cannabis Control Commission

RE: Community Outreach Meeting Documentation

To Whom It May Concern:

Please note that the document labelled as Attachment B is the correct attachment. Attachment B is the notice that was provided to the requisite town officials as an attachment to the email already submitted. Please note further that the section of the regulations setting forth this requirement, 935 CMR 500.101(1)(a)9.b, does not require any particular format for the meeting notice provided to town officials. The only requirement of that section is that applicants provide, as part of their application, a “meeting notice” (not further defined) that was filed with appropriate town or city officials. There is no requirement that the meeting notice differ from the notice published in the newspaper. As such, my client kindly asks that you continue processing his application in conformity with the requirements of the regulations.

Regards,

Adrienne Dean, Esq.
Partner, A. Dean Law. P.C.
Direct: (978) 770-8163
adrienne@adean.law

Green Patriot Inc.

Plan to Positively Affect Areas of Disproportionate Impact

A. Overview

Green Patriot Inc. is committed to having a positive impact on areas of disproportionate impact identified by the Commission. The specific goals of Green Patriot Inc. positive impact plan are to promote sustainable, socially and economically reparative practices in the cannabis industry and to provide business assets towards an endeavor in a geographical location designated as a disproportionately impacted area that will have a positive impact on the members of that community. In service thereof, Green Patriot Inc. has adopted the following programs:

- 1) Staffing 25% of its open positions with residents of Pittsfield
- 2) Donating \$5,000 **annually** to 24 Hr. Power, Inc., a charitable organization that provides services to Massachusetts residents recovering from opioid addiction and their families, a population that includes many Massachusetts residents with drug convictions as well as Massachusetts residents with parents or spouses who have drug convictions.

Green Patriot will adhere to the marketing and advertising requirements set forth in 935 CMR 500.106(4). Any actions taken or programs instituted by Green Patriot will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

B. Programs -

I. Staffing 25% of Open Position with Residents of Pittsfield

In order to promote sustainable, socially and economically reparative practices in the Cannabis Industry, Green Patriot will recruit and give hiring preference to individuals from disproportionately impacted communities. This is an economically reparative practice in that Green Patriot in hiring from such communities ultimately results in the transfer of funds from the legal cannabis industry to communities that have been harmed by prohibition and the illegal market. Green Patriot intends to fill 25% of its open positions with residents of Pittsfield, a disproportionately impacted community.

Green Patriot intends to reach these communities through advertising its job openings in local newspapers such as Berkshire Eagle, The Berkshire Record and The Berkshire Advocate. Green Patriot

will advertise on either a weekly or bi-weekly basis. Those job listings will include language stating that any applicants from Pittsfield will receive hiring preference. Responses to theseads will be reviewed every day by the hiring managers. All resumes received will be kept on file for twoyears.

II. Donating to a Charity Dedicated to Supporting Massachusetts Residents Recovering from Opioid Addition and their Families

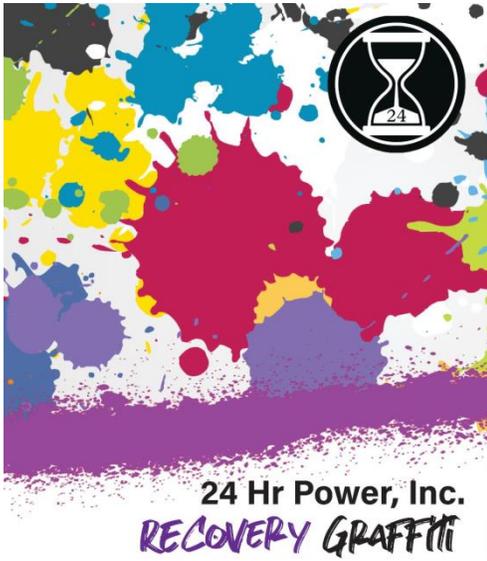
Green Patriot will have a positive impact on the disproportionately impacted groups comprised of Massachusetts residents who have past drug convictions as well as Massachusetts residents with parents and spouses who have drug convictions by donating funds **each year** to 24 Hr. Power, Inc., a nonprofit agency whose mission is to provide a supportive community to individuals recovering from opioid addiction andtheir families and to promote recovery through artistic expression. 24 Hr. Power, Inc. offers several programs, including its flagship Recovery Graffiti Fest events that involve group painting activities, as well as opioid vigils to help memorialize loved ones lost to addition. Additionally, many monthly Recovery Graffiti program volunteers are re-entering society after being incarcerated; the program helpsthem stay involved in a positive and supportive community. As evidence of this relationship, Green Patriot has attached as Exhibit A hereto a letter from the founder Suzie Lordi of 24 Hr. Power, Inc., stating that her organization will accept a donation from Green Patriot.

C. Evaluation of Program Success

The progress of success of the Plan’s goals must be documented upon renewal, which occurs one year from provisional licensure and each year thereafter.

The goal of Program I is to fill 25% of open positions with residents of Pittsfield. For Program I, success will be measured on a quarterly basis by data generated by hiring managers indicating the number of employees hired, retained or promoted that come from Pittsfield. Prior to its annual provisional license renewal, Green Patriot will prepare a report summarizing the quarterly data and providing recommendations.

For Program II, success will be measured on an annual basis according to the company’s fiscal year by data generated by Green Patriot’s CEO Joseph McCarthy indicating the amount of funds donated. For the program to be considered successful, Green Patriot must donate \$5,000 to 24 Hr. Power, Inc. **annually.**



To Whom It May Concern

My name is Susan Lordi; I am the Founder and President of the 501 non-profit public charity 24 Hr. Power, Inc. I am writing this letter to confirm that my organization has agreed to accept an **annual** donation from Green Patriot, LLC. in the amount of \$5000.00.

To provide some background about myself: I am a grateful recovering addict/alcoholic who recently celebrated 25 years of consecutive sobriety - but it wasn't always that way. I spent 10 long years bouncing in and out of detoxes, treatment centers... I would clean up for a spell, invariably become angry, depressed when I realized there was just no fun or joy in my life. I did NOT get sober to be miserable. I realized I had to find a way to have fun to get me through tough times.

I chose graffiti because graffiti gets a bad rap, as do so many recovering addicts/alcoholics. If you were to do a search right now on Google, you'd find a million ways to remove graffiti, but not one headline about art scholarships available to talented graffiti artists (but they do exist!).

Recovery Graffiti turns negative into positive. Recovering addicts engaged in healthy sobriety achieve the same.

We lose 5 people every single day to Opioid-related deaths in Massachusetts. This is an all-out war and we are NOT winning. We need to step up to meet the forces killing our kids right now. This requires meeting these kids where they're at...right NOW. Recovery Graffiti accomplishes that...and more.

Addiction is a family disease, a community disease. Recovery Graffiti offers hope to all affected. Recovery GraffitiFest events include the entire family...not just the addict in recovery.

Children share huge canvases with other kids, making new friends who share similar experiences in a relaxed, fun atmosphere. Mom and/or Dad paint with other like-minded adults in recovery. Everyone is making new supports, new friends. Recovery does not happen alone. It takes a village, and Recovery Graffiti provides that village. Besides our flagship Recovery GraffitiFest, 24 Hr. Power, Inc. offers so many more creative healing events:

Recovery Graffiti canvases at Opioid Vigils to help memorialize loved ones lost to addiction.

Pay it Forward Recovery Graffiti Community Activities provide hope and comfort to our brothers and sisters on the streets, in nursing homes suffering from Traumatic Brain Injuries due to Narcan failures, strokes from overdoses, etc.

Recovery Graffiti volunteers include many re-entering our communities from incarceration. These men are eager to give back to the community with us and volunteer every month with 24 Hr. Power, Inc.

This is a Recovery Movement that I am extremely proud of. All of these events are FREE to those in recovery. We never want to turn away someone who truly needs this.

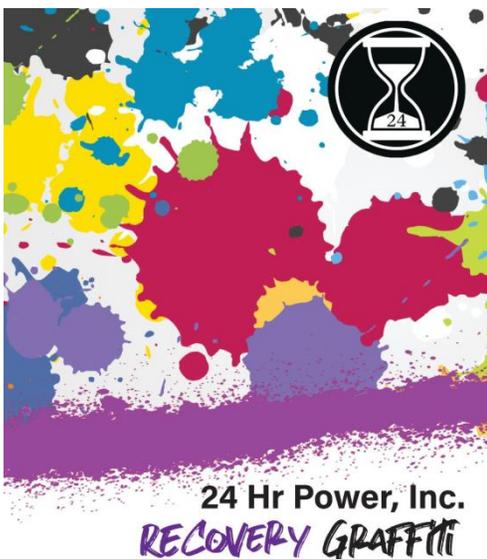
I have lost a cousin to complications from Crohn's disease. He suffered terribly for too many years. He begged me on numerous occasions to find him marijuana, as that was the ONLY thing that did not make him violently ill. Marijuana took away a measure of chronic pain he endured for years and years before he finally succumbed to these health issues.

I have another close friend in recovery from major trauma issues who relies on Cannabis to keep her level VS heavy psychotropic drugs she previously used for years which made her even more mentally unstable. She has found a small dose of cannabis keeps her demons at bay, without heavy side effects. I am not one to judge. I believe whatever works to keep people alive that have a history of opioid abuse in particular, they need to chase whatever will bring them relief.

Recovery Graffiti has caught on so fast! Within the past 9 months, we've produced more than 30 events! With the warm weather coming, there will be so many more! We are as "in the trenches" as you get. I extend a warm invitation for you to attend any of the 3 events (minimum) we currently hold every single month. I am confident you will see the incredible difference a little spray paint and acrylics is doing to keep many engaged in healthy sobriety right NOW.

Sincerely,

Susan Lordi
Founder & President
24 Hr. Power, Inc.
(781) 789 2724
www.24HrPower.com





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: 001414338

1. The exact name of the limited liability company is: GREEN PATRIOT LLC

2a. Location of its principal office:

No. and Street: 53 TOWN FARM ROAD
 City or Town: IPSWICH State: MA Zip: 01938 Country: US

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

No. and Street: 53 TOWN FARM ROAD
 City or Town: IPSWICH State: MA Zip: 01938 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:

THE COMPANY IS ORGANIZED TO SEEK A FINAL LICENSE FROM THE CANNABIS CONTROL COMMISSION TO CULTIVATE, MANUFACTURE, MARKET, PROMOTE, SELL, DISTRIBUTE AND OTHERWISE PROVIDE PRODUCTS CONTAINING CANNABIS, PRODUCTS THAT ENABLE PERSONS TO CONSUME CANNABIS AND OTHER RELATED PRODUCTS AS A "MARIJUANA ESTABLISHMENT" AS SUCH TERM IS DEFINED IN 935 CMR 500 IN ACCORDANCE WITH THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ELIZABETH MCCARTHY
 No. and Street: 53 TOWN FARM ROAD
 City or Town: IPSWICH State: MA Zip: 01938 Country: USA

I, ELIZABETH MCCARTHY 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	ELIZABETH MCCARTHY	53 TOWN FARM ROAD IPSWICH, MA 01938 US

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
SOC SIGNATORY	ELIZABETH MCCARTHY	53 TOWN FARM ROAD IPSWICH, MA 01938 USA

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

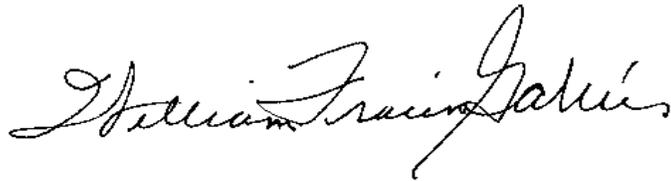
9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 17 Day of July, 2020,
ELIZABETH MCCARTHY
(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:

July 17, 2020 02:17 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

▶ By-Laws
Green Patriot

▶ Revised 8/22/2021

ARTICLE I

OFFICES

The office of the Corporation shall be located in the city and state designated in the Certificate of Incorporation. The Corporation may also maintain office at such other places the State as the Board of Directors may from time to time approve for the Corporation if required.

ARTICLE II

BOARD OF DIRECTORS

1. The Corporation shall be managed by its Board of Directors. Each director shall be at least 18 years of age. The initial Board of Directors shall consist of 1 person. Thereafter, the number of Directors constituting the entire Board shall not be less than three. Subject to the foregoing, the number of Board of Directors may be fixed from time to time by action of the Member or of the Directors. The number of Directors may be increased or decreased by action of the Members or the Board of Directors, provided that any action by the Board of Directors to affect such increase or decrease shall require the vote of a majority of the entire Board of Directors. No decrease shall shorten the term of any Director then in office.
2. The first Board of Directors shall consist of those persons elected by the Incorporators or named as the initial Board of Directors in the Certificate of

Incorporation of the Corporation, and they shall hold office until the first Annual Meeting of Members, and until their successors have been duly elected and qualify. Thereafter, Director shall be elected to hold office until the expiration of the term for which he or she was elected, and until his or her successor has been duly elected and qualified, or until) his prior death, resignation or removal.

3. (a) Any Director may be removed with or without cause by vote of the Members of the Corporation. The Board of Directors may remove any director thereof for cause only, at any special meeting of the Board called for that purpose.

(b) A Director may resign from office at any time by delivering a written resignation to the Board of Directors. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Corporation. Acceptance of such resignation, unless required by the terms thereof, shall not be necessary to make it effective.

4. time and place as shall be fixed by the Board of Directors from time to time or by the person or persons calling the meeting.

(b) No notice shall be required for annual meetings of the Board of Directors for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, the President, or by a majority of the directors then in office.

(c) Notice of time and place of each special meeting of the Board of Directors shall be mailed to each Director, postage prepaid, addressed to him or her at his or her residence or usual place of business, or at such other address as he or she may have designated in a written request filed with the Secretary of the Corporation at least eight days before the day on which the meeting is to be held, provided, however that if such notice is for a special meeting requiring prompt action, such notice may be sent to him or her at such address by email or facsimile transmission or by telephone, not less than forty-eight hours before the time at which such meeting is to be held. The requirement for furnishing notice of a meeting may be waived by any Director who signs a Waiver of Notice before or after the meeting or who attends the meeting without protesting the lack of notice to him or to her.

5. (a) Except as otherwise stated by law, the Certificate of Incorporation of this Corporation or these Bylaws, a majority of the Board of Directors shall constitute a quorum for the transaction of business or of any specified item of business. At any meeting held to remove one or more Directors a quorum shall consist of a majority of the Directors present at such meeting. Whenever a vacancy on the Board of Directors prevents a quorum from being present, then, in such event, the quorum shall consist of a majority of the Members of the Board of Directors excluding the vacancy. A majority of the Directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except as otherwise stated by law or these Bylaws, the vote of a majority of the Directors present at the time of vote, if a quorum is present at such time shall be the act of the Board.

(b) Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all Members of the Board or the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the Members of the Board or committee shall be filed with the minutes of the proceedings of the Board or committee.

(c) Any one or more Members of the Board or a committee thereof may participate in a meeting of the Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

6. The Chairperson of the Board, if any, shall preside at all meetings of Members and of the Board of Directors. If there be no Chairperson or in his absence, the President shall preside

and, if there be no President or in his absence any other Director chosen by the Board, shall preside.

7. Whenever the Board of Directors shall consist of more than three persons, the Board of Directors may designate from their number, an executive committee, and other standing committees. Such committees shall have such authority as the Board of Directors may delegate, except to the extent prohibited by law. In addition, the Board of Directors may establish special committees for any lawful purpose, which may have such power as the Board of Directors may lawfully delegate.

ARTICLE III

OFFICERS

1. The Board of Directors may elect or appoint a Chairperson of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, a Treasurer, one or more Assistant Secretaries or Treasurers, or such other officers as the Board of Directors may from time to time appoint. One person may hold more than one office in the Corporation except that no one officer may hold the offices of President and Secretary.
2. Each officer shall hold office until the Annual Meeting of the Board of Directors and until his successor has been duly elected and qualified.
3. Any officer may be removed with or without cause by a vote of the majority of the Board of Directors.
4. The Chairperson shall preside at all meetings of the Board of Directors.
5. (a) The President shall be the chief executive officer of the Corporation, shall have general supervision of the affairs of the Corporation, and shall keep the Board of Directors fully informed about the activities of the Corporation. He or she shall have the power to sign alone, unless the Board of Directors shall specifically require an additional signature, in the name of the Corporation, all contracts authorized whether generally or specifically by the Board. He or she shall perform such other duties as shall from time to time be assigned to them by the Board of Directors.

(b) In the absence or disability of the President of the Corporation, the Vice-President or, if there be more than one, the Executive Vice-President shall perform all the duties of the President. The Vice-President shall perform such duties as may be prescribed by the Board of Directors from time to time.

(c) The Secretary shall attend all meetings of the Members and the Board of Directors, and of the executive committee, and shall preserve in the books of the Corporation true minutes of the proceedings of all meetings. He or she shall safely keep in his or her custody the seal of the Corporation and shall have authority to affix it to all instruments where its use is

required. He or she shall give all notices required by statute, by these Bylaws, or resolution and shall perform any other duties as may be delegated by the Board of Directors or by the executive committee.

(d) The Treasurer shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Corporation. He or she shall have the care and custody of all of the funds and securities of the Corporation, and shall deposit or cause to be deposited said funds in the name and to the credit of the Corporation in such bank accounts at such depositories as the Board of Directors may from time to time determine. He or she shall disburse funds of the Corporation as may be ordered by the Board, taking proper vouchers for the disbursements, and shall render to the president and directors at the annual meetings of the board, and whenever requested by them, an account of all treasurer transactions and of the financial condition of the Corporation. If required by the Board, he or she shall deliver to the President of the Corporation, and shall keep in force, a bond in form, amount and with a surety or securities satisfactory to the board, conditioned for faithful performance of the duties of the office, and for restoration to the Corporation in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and property of whatever kind in the possession or control of the treasurer and belonging to the corporation. He or she shall when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation when counter-signed by the President; sign checks, drafts, notes and orders for the payment of money that shall have been duly authorized by the Board of Directors and counter-signed by the President.

(e) The Assistant Secretary, in the absence or disability of the Secretary, shall perform the duties and exercise the powers of the Secretary. The Assistant Treasurer, in the absence or disability of the Treasurer, shall perform the duties and exercise the powers of the Treasurer.

ARTICLE IV

BOARD OF ADVISORS

1. The Board of Directors may appoint, from time to time, any number of persons as advisors to the Corporation, to act either singly or as a committee or committees. Each such advisor shall hold office at the pleasure of the Board, and shall have such authority and obligations as the Board may from time to time determine.
2. No such advisor of the Corporation shall receive any salary, compensation, or emolument for any service rendered to the Corporation, except that the Board of Directors may authorize reimbursement of expenditures reasonably incurred on behalf of activities for the benefit of the Corporation.

ARTICLE V

MISCELLANEOUS

1. The Corporation shall keep at the principal office of the Corporation, complete and correct records and books of account of the Corporation, including a minute book, which shall contain a copy of the Corporation's Certificate of Incorporation, a copy of these Bylaws and all minutes of meeting of the Boards of Directors, or any committee thereof, of the Members, as well as a list or record containing the names and address of all Members.
2. The corporate seal shall be in such form as the Board of Directors shall from time to time prescribe.
3. The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

ARTICLE VI

CONTRACTS, CHECKS, BANK ACCOUNTS AND INVESTMENTS

1. The Board of Directors is authorized to select such depositories as it shall deem proper for the funds of the Corporation and shall determine who shall be authorized in the Corporation's behalf to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and documents.
2. The funds of the Corporation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, including stocks, bonds or other securities, as the Board of Directors may deem desirable.

ARTICLE VII

INDEMNIFICATION

The Corporation may, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that he, his testator or intestate was at any time, a director, officer, or employee of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees.

The right of indemnification under this section shall be a contract right inuring to the benefit of the directors, officers, other persons entitled to be indemnified hereunder, and no amendment or repeal of this section shall adversely affect any right of such director, officer or other person existing at the time of such amendment or repeal.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of a director, officer or other person entitled to indemnification hereunder. The indemnification provided hereunder may, to the extent authorized by the corporation, apply to the directors, officers and other persons associated with constituent corporations that have

been merged into or consolidated with the corporation who would have been entitled to indemnification hereunder had they served in such capacity with or at the request of the corporation.

The right of indemnification under this section shall be in addition to and not exclusive of all other rights to which such director, officer or other persons may be entitled. Nothing contained in this section shall affect any rights to indemnification to which corporation employees or agents, other than directors, officers and other persons entitled to indemnification hereunder, may be entitled by contract or otherwise by law.

ARTICLE VIII

AMENDMENTS

These bylaws may be amended or repealed, in whole or in part, by vote of a majority of the Board of Directors then in office at any meeting of the Board.

B. Appendix: Director's Duties and Responsibilities

Corporate officers and directors must serve the organization in good faith and in a manner that they reasonably believe to be in the corporation's best interests. This includes the prudent management of the organization's funds. Directors and officers may not use their position or the organization as a means by which to further their own personal interests at the expense of the organization.

Corporate boards have final authority over the corporation. While directors may delegate certain responsibilities and authority to officers or committees, they must not abdicate their responsibility to exercise surveillance over those to whom they have delegated that authority. A corollary to this principle is that directors and officers may reasonably rely on information received by other officers, directors, employees, counsel, or other professionals in making decisions for the organization.

Directors and officers of nonprofit corporations also have an obligation to adhere to the organization's mission and to comply with all applicable state and federal laws governing the organization. Special fiduciary duties apply to directors and officers of nonprofit corporations to ensure that the funds of the organization are not used in a way that improperly benefits those who manage such funds.

In recent years, Congress has passed laws requiring directors and officers of for profit

corporations to exercise more proactive oversight regarding the corporation's operations and management of funds. The trend for nonprofit organizations is moving in this direction as well.

DIRECTOR'S DUTY OF CARE

G.L. c. 180 states:

A director, officer or incorporator of a corporation shall perform his duties as such, including, in the case of a director, his duties as a member of a committee of the board upon which he may serve, in good faith and in a manner, he reasonably believes to be in the best interests of the corporation, and with such care as an ordinarily prudent person in a like position with respect to a similar corporation organized under this chapter would use under similar circumstances.

The following overview provides further elaboration regarding the component parts of the statutory language of the duty of care in G.L. c. 180:

- **in good faith**—This phrase means honestly or in an honest manner. A director purporting to rely on information that he or she knows to be untrue will not be considered to be acting in good faith.
- **he reasonably believes**—This phrase establishes the objectivity of the standard governing director conduct (i.e., "reasonably"), recognizes the subjectivity of that conduct (i.e., "he . . . believes") and reinforces the good-faith frame of reference.
- **best interests of the corporation**—This phrase is an expression of that

component of the duty of loyalty involving the corporate director's primary allegiance [to the nonprofit corporation, its mission, and the stakeholders served by that mission].

- **care**—[The corporate director has a responsibility to participate actively in the oversight of the enterprise's activities. Such participation includes (i) diligently preparing for, attending, and participating in the meetings of the board and its committees; (ii) considering all factors relevant to a decision and basing decision making on complete and adequate information; (iii) remaining informed regarding regulatory compliance and requirements; and (iv) carefully monitoring delegated activities.]
- **ordinarily prudent person**—This phrase focuses on the basic director attributes of common sense, practical wisdom, and informed judgment. The "person" is not an individual necessarily having specialized training or experience in the field of business management, finance, etc., but is a generalist with basic intelligence appropriate to the task.
- **in a like position**—This phrase (i) recognizes that the nature and extent of the corporate director's role will vary, depending on such factors as the size, complexity and location of the enterprise's activities; (ii) limits the critical assessment of the individual's performance to the time of action or non-action; and (iii) recognizes that the special background and qualifications of a particular director, as well as other duties in management or on the board itself, may place greater responsibility on a director—either generally or with respect to the particular matter under consideration. • under similar

circumstances—This phrase recognizes that the nature and extent of oversight will vary, depending on the particulars of the corporation concerned and the factual situation presented. It is also a means of emphasizing that a director's performance should not be evaluated through insights and wisdom gained only through hindsight.

A director must also consider the specific situation and circumstances of the nonprofit corporation involved. Is it a large teaching hospital devoted to rendering tertiary care at the cutting edge of medical technology, or is it a community hospital? Is it a public charity or a business league? Is its goal innovation and progress or preservation of assets, such as land held for conservation purposes? Is it a grant-making family foundation or an active operating foundation? And so on.

To summarize, the duty of care generally requires directors to perform "their duties in good faith with honest intent and with the care that an ordinarily prudent person would believe appropriate in a similar position and under similar circumstances. This means acting competently and using common sense, being diligent and attentive to the organization's needs, and using one's best efforts to make sound and informed decisions."

DUTY OF LOYALTY

Charitable corporations have tax considerations relevant to their relations with directors, officers, and others. For example, for a charitable corporation to maintain its tax-exempt status, it cannot distribute net earnings to or for the benefit of any private individual. I.R.C. § 501(c).

Further, I.R.C. § 4958 imposes personal liability on “disqualified persons” (those who exercise substantial influence over the affairs of the organization) who improperly benefit from transactions with the charitable organization. Organization managers (i.e., directors) who knowingly participate in such transactions are also subject to a penalty tax. See § 5.8.7, Intermediate Sanctions, below. Section 4941(a)1 of the Code imposes a tax on each act of self-dealing between a “disqualified person” and a private foundation.

The duty of loyalty requires that a director must exercise his or her authority in good faith and prioritize the interests and wellbeing of the nonprofit corporation over his or her personal interests or the interests of another entity or person. The basic legal principle underlying the duty of loyalty “is a negative one: The director shall not use his or her corporate position for individual personal advantage.” To that end, the duty of loyalty includes the following concepts:

(a) Conflict of Interest

If a director has a material personal interest in a transaction to which the nonprofit corporation is to be a party, the director should disclose fully the existence of such interest and its nature before board action is taken.

(b) Duty of Fairness

If a proposed transaction by a nonprofit corporation involves a possible conflict of interest with a director, the fairness of the transaction to the corporation should be a primary concern for both the interested director and those disinterested directors considering the request for favorable action. The proposed transaction should be at least as favorable to the corporation as would be available from any other person or entity.

(c) Corporate Opportunity

When in connection with his or her board service, a director becomes aware of an opportunity (often referred to as a “corporate opportunity” or a “business opportunity”) relevant to the nonprofit corporation, the director has a duty first to present it to the corporation, even if it is an opportunity that would be of personal interest to the director.

(d) Confidentiality

Board members are obligated to retain the confidentiality of information that they are privy to by reason of their board service.

Organizational Chart

Joseph F. McCarthy CEO

Director of Cultivation and Security

Job Descriptions

Executive Director

The Executive Director will serve as the primary liaison between the Board of Directors and the daily operation.

Director of Operations

The Director of Operations is responsible for the overall daily running of the operation. In this capacity, the DO will make sure that all policies and procedures in both the grow house and dispensary are followed.

Work with the testing laboratories to take random samples for testing.

- Oversee compliance with health regulations
- Demonstration compliance with municipal rules, regulations, ordinances and bylaws
- Complete and submit all required documentation to the Commonwealth

Manager of Cultivation

Responsible for all aspects of the Grow Facility from seed through packaging for sale.

Serve as **Manager of Production and Crop Protection** during first year of operation. Hire based on need in second or third year of operation.

Duties:

- Evaluate and develop crop plan in accordance with the local health needs of registered patients
- Develop and implement crop protection program
 - Identify pests
 - Develop control strategies, procurement and

Director of Finance

Responsible for all budgets, capital expenditures, accounts payable & receivable. Hire an Accounts payable/receivable clerk in second year and/or out-source to accounting firm.

Duties:

- Develop and manage operating budget
- Provide monthly financial overview to Board of Directors
- Provide quarterly report for donors • Manage accounts payable/receivable

Industry Pay Scale:

- CFO:
- Accounts Payable/Receivable Clerk: \$30,000 per year (plus benefits)

Director of Compliance

Responsible for quality, testing and all reporting to the Commonwealth.

Duties:

- inventory of pest control and fertilizer products
- Manage all aspects of human resources in production areas
 - Conduct training programs to protect pest control workers
 - Inventory, control, and tracking training
- Coordinate equipment and resource needs
- Manage inventory and availability systems to ensure accuracy
- Assist in purchasing and receiving
- Perform equipment maintenance and soil management

Qualifications & Requirements:

- Bachelor's degree in horticulture recommended. Knowledge of Medical Cannabis is required

Industry Pay Scale:

- Director of Horticulture:
- Manager of Production and Crop Protection: \$40,000 to \$50,000 per year (plus bonus based on crop production & benefits after two years)

Additional Horticultural Staff:

Greenhouse Worker

One worker to begin after build-out of the grow facility. The second worker to begin during the second year of operation with additional staff to be added as warranted. Report Directly to the Manager of Cultivation

Duties:

- Plant, prune and control weeds

- Fertilize and control pests
- Harvest and dry plants
- Record and package crop

Qualifications & Requirements:

- High school education preferred
- Two-year technical college certificate a bonus
- Training provided by employer, but experience is helpful

Industry Pay Scale:

- Seasonal positions: \$15 to \$18 per hour
- Full-time, year-round positions: \$35,000 to \$40,000 per year (plus benefits after 2 years)

Trimmer

Reports Directly to the Manager of Processing

- Trimming of plants
- Weighing of Complete and submit all required documentation to the Commonwealth
- Assist Greenhouse Workers

Industry Pay Scale:

- Seasonal Position: \$12 to \$15 per hour
- Full-time year round positions: \$25,000 to \$30,000 per year (plus benefits after 2 years)

Director of Processing

Reports directly to the Director of Operations

Facilities Manager

Reports to the Director of Operations

Duties:

- Serve as a liaison between the building owner and the Director of Operations.
 - Insures that all equipment is properly maintained.
 - Make sure all licenses and certifications are up to date
 - Oversee all Electrical and HVAC

Qualifications & Requirements:

- Licensed Journeyman Wireman
- Licensed HVAC

Industry Pay Scale:

- <http://www.compassionforpatients.com/>
 - Partner with drug education programs (i.e. Dare)
- Oversee marketing plan ○ Provide materials to doctors in the area treating covered illnesses

Driver

Commonwealth of Massachusetts

Qualifications & Requirements:

- Clean and valid Massachusetts Driver's License
- Registered Agent of Green Patriot

Qualifications & Requirements:

- Bachelor's degree in Business Administration
- Previous Retail Management Experience

Industry Pay Scale:

- Full Time: \$50,000 to \$65,000 (plus bonus based on accessory sales & benefits after two years)

Reports directly to the Director of Operations. Two agents of the GP will provide transport.

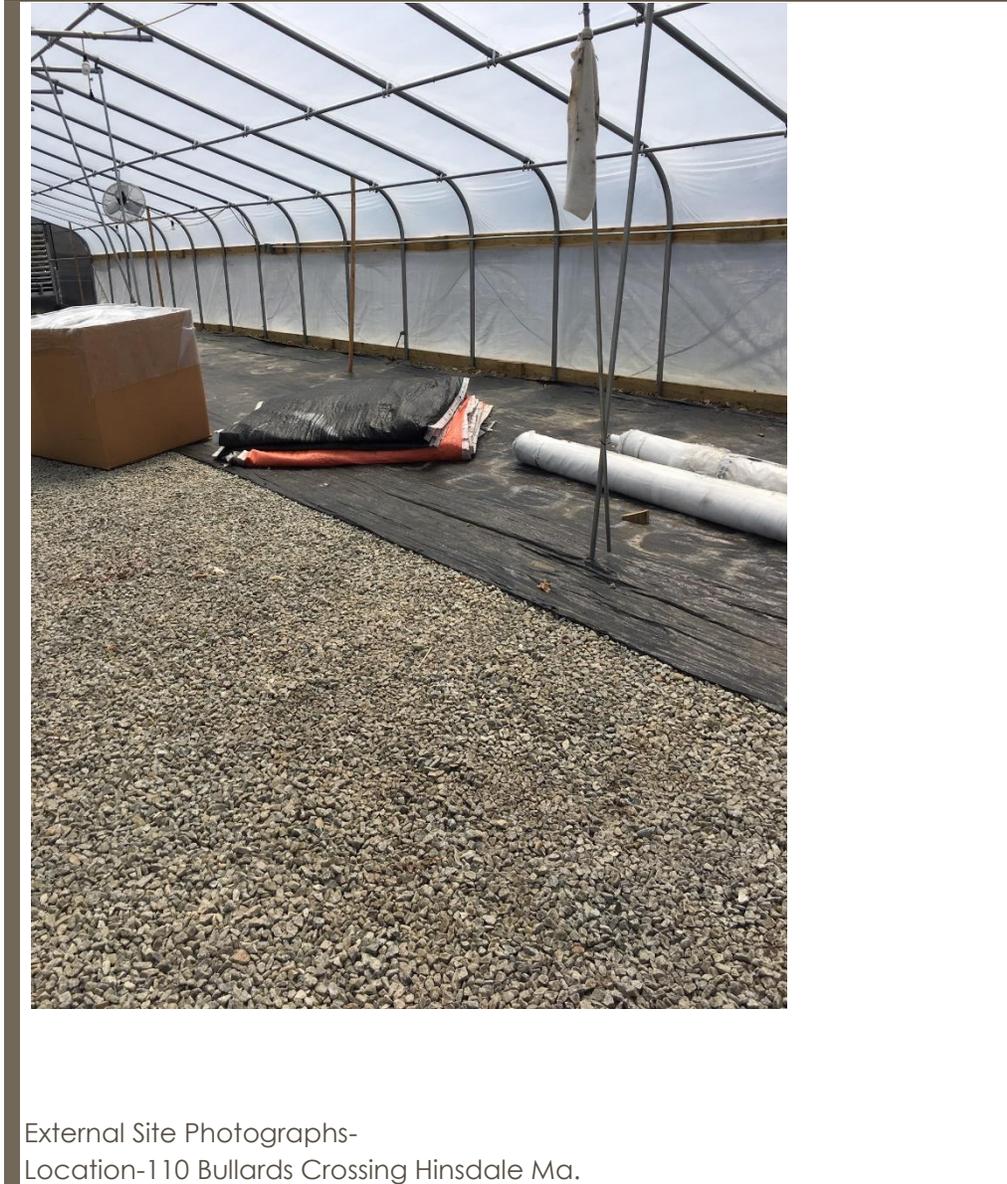
Duties

- Responsible for the safe transport of all Cannabis Product

Industry Pay Scale:

- Part-Time: \$15.00 per hour

Appendix: Facility



External Site Photographs-
Location-110 Bullards Crossing Hinsdale Ma.





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

William Francis Galvin
Secretary of the
Commonwealth

August 30, 2021

TO WHOM IT MAY CONCERN:

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

GREEN PATRIOT LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 17, 2020.**

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

I also certify that the names of all managers listed in the most recent filing are: **JOSEPH FRANCIS MCCARTHY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JOSEPH FRANCIS MCCARTHY, ELIZABETH MCCARTHY**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



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

LIMITED LIABILITY COMPANY AGREEMENT

among

GREEN PATRIOT LLC

and

THE MEMBERS NAMED HEREIN

Dated as of:

September 10, 2021

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LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement (the “**Agreement**”) of Green Patriot LLC, a Massachusetts limited liability company (the “**Company**”), is entered into as of July 27, 2020 by and among the Company, the Initial Members executing this Agreement as of the date hereof and each other Person who after the date hereof becomes a Member of the Company and becomes a party to this Agreement by executing a Joinder Agreement.

RECITALS

WHEREAS, the Company was formed under the laws of the Commonwealth of Massachusetts by the filing of the Certificate of Organization with the Secretary of State of the Commonwealth of Massachusetts on July 17, 2020 (the “**Certificate of Organization**”);

WHEREAS, the Initial Members desire to amend and restate the Original Agreement in its entirety as set forth herein for the purposes of, and on the terms and conditions set forth in this Agreement; and

WHEREAS, each of the Initial Members have, concurrently with their execution of this Agreement entered into Subscription Agreements pursuant to which they have acquired their respective Units in the Company on the terms and conditions fully set forth therein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

“**Adjusted Capital Account Deficit**” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) crediting to such Capital Account any amount which such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i); and

(b) debiting to such Capital Account the items described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

“**Adjusted Taxable Income**” of a Member for a Fiscal Year (or portion thereof) with respect to Units held by such Member means the federal taxable income allocated by the Company to the Member with respect to such Units (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); provided, that

such taxable income shall be computed (a) minus any excess taxable loss or excess taxable credits of the Company for any prior period allocable to such Member with respect to such Units that were not previously taken into account for purposes of determining such Member's Adjusted Taxable Income in a prior Fiscal Year to the extent such loss or credit would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect members of the Member) determined as if the income, loss, and credits from the Company were the only income, loss, and credits of the Member (or, as appropriate, the direct or indirect members of the Member) in such Fiscal Year and all prior Fiscal Years, and (b) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

"Affiliate" means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"Agreement" means this Limited Liability Company Agreement, as executed and as it may be amended, modified, supplemented or restated from time to time, as provided herein.

"Applicable Law" means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"Bankruptcy" means, with respect to a Member, the occurrence of any of the following: (a) the filing of an application by such Member for, or a consent to, the appointment of a trustee of such Member's assets; (b) the filing by such Member of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing such Member's inability to pay its debts as they come due; (c) the making by such Member of a general assignment for the benefit of such Member's creditors; (d) the filing by such Member of an answer admitting the material allegations of, or such Member's consenting to, or defaulting in answering a bankruptcy petition filed against such Member in any bankruptcy proceeding; or (e) the expiration of sixty (60) days following the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating such Member a bankrupt or appointing a trustee of such Member's assets.

"Book Depreciation" means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined

with reference to such beginning Book Value using any permitted method selected by the Manager in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g)(3).

“**Book Value**” means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of each such Company asset as of the date of such contribution;

(b) immediately prior to the Distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such Distribution;

(c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as determined by the Manager, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration of a Capital Contribution of more than a de minimis amount;

(ii) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration of a Capital Contribution of more than a de minimis amount;

(iii) the Distribution by the Company to a Member of more than a de minimis amount of property (other than cash) as consideration for all or a part of such Member’s Membership Interest in the Company;

(iv) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g);

provided, that adjustments pursuant to clauses (i), (ii) and (iii) above need not be made if the Manager reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member;

(d) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) if the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

“**Budget**” has the meaning set forth in Section 11.02.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which commercial banks in the City of New York are authorized or required to close.

“**Capital Account**” has the meaning set forth in Section 5.03.

“**Capital Contribution**” means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.

“**Capital Event**” means the (i) the sale of all or substantially all of the assets of the Company, or (ii) the sale of all of the Units of the Members.

“**Certificate of Organization**” has the meaning set forth in the Recitals.

“**Change of Control**” means: (a) the sale of all or substantially all of the consolidated assets of the Company and the Company Subsidiaries to a Third Party Purchaser; (b) a sale resulting in no less than a majority of the Units on a Fully Diluted Basis being held by a Third Party Purchaser; or (c) a merger, consolidation, recapitalization or reorganization of the Company with or into a Third Party Purchaser that results in the inability of the Members to designate or elect a majority of the Managers (or the Manager of directors (or its equivalent) of the resulting entity or its parent company).

“**Class A Units**” means the Units having the privileges, preference, duties, liabilities, obligations and rights specified with respect to “Class A Units” in this Agreement.

“**Class B Units**” means the Units having the privileges, preference, duties, liabilities, obligations and rights specified with respect to “Class B Units” in this Agreement.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Company**” has the meaning set forth in the Preamble.

“**Company Interest Rate**” has the meaning set forth in Section 7.05(c).

“**Company Minimum Gain**” means “partnership minimum gain” as defined in Section 1.704-2(b)(2) of the Treasury Regulations, substituting the term “Company” for the term “partnership” as the context requires.

“**Company Option Period**” has the meaning set forth in Section 9.03(d)(ii).

“**Company ROFR Exercise Notice**” has the meaning set forth in Section 9.03(d)(ii).

“Company Subsidiary” means a Subsidiary of the Company.

“Confidential Information” has the meaning set forth in Section 10.01(a).

“Covered Person” has the meaning set forth in Section 13.01(a).

“Disability” means such Person’s incapacity due to physical or mental illness that: (a) shall have prevented such Person from performing his duties for the Company on a full-time basis for more than ninety (90) or more consecutive days or an aggregate of one hundred eighty (180) days in any 365-day period.

“Distribution” means a distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution or otherwise; provided, that none of the following shall be a Distribution: (a) any redemption or repurchase by the Company or any Member of any Units; (b) any recapitalization or exchange of securities of the Company; (c) any subdivision (by a split of Units or otherwise) or any combination (by a reverse split of Units or otherwise) of any outstanding Units; or (d) any fees or remuneration paid to any Member in such Member’s capacity as a service provider for the Company or a Company Subsidiary. **“Distribute”** when used as a verb shall have a correlative meaning.

“Electronic Transmission” means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

“Estimated Tax Amount” of a Member for a Fiscal Year means the Member’s Tax Amount for such Fiscal Year as estimated in good faith from time to time by the Manager. In making such estimate, the Manager shall take into account amounts shown on Internal Revenue Service Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year and such other adjustments as in the reasonable business judgment of the Manager are necessary or appropriate to reflect the estimated operations of the Company for the Fiscal Year.

“Excess Amount” has the meaning set forth in Section 7.04(c).

“Fair Market Value” of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm’s length transaction, as determined in good faith by the Manager based on such factors as the Manager, in the exercise of its reasonable business judgment, considers relevant.

“Family Members” has the meaning set forth in Section 9.02.

“Fiscal Year” means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

“**Fully Diluted Basis**” means, as of any date of determination, (a) with respect to all the Units, all issued and outstanding Units of the Company and all Units issuable upon the exercise of any outstanding Unit Equivalents as of such date, whether or not such Unit Equivalent is at the time exercisable, or (b) with respect to any specified type, class or series of Units, all issued and outstanding Units designated as such type, class or series and all such designated Units issuable upon the exercise of any outstanding Unit Equivalents as of such date, whether or not such Unit Equivalent is at the time exercisable.

“**GAAP**” means United States generally accepted accounting principles in effect from time to time.

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Initial Cost**” means, with respect to any Unit, the purchase price paid to the Company with respect to such Unit by the Member to whom such Unit was originally issued.

“**Initial Member**” has the meaning set forth in the term Member.

“**Joinder Agreement**” means the joinder agreement in form attached hereto as Exhibit A.

“**Liquidator**” has the meaning set forth in Section 12.03(a).

“**Losses**” has the meaning set forth in Section 13.03(a).

“**Manager**” has the meaning set forth in Section 8.01.

“**Member**” means (a) each Person identified on the Members Schedule as of the date hereof as a Member and who has executed this Agreement or a counterpart thereof (each, an “**Initial Member**”); and (b) and each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement in each case so long as such Person is shown on the Company’s books and records as the owner of one or more Units. The Members shall constitute the “members” of the Company.

“**Member Nonrecourse Debt**” means “partner nonrecourse debt” as defined in Treasury Regulation Section 1.704-2(b)(4), substituting the term “Company” for the term “partnership” and the term “Member” for the term “partner” as the context requires.

“**Member Nonrecourse Debt Minimum Gain**” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulation Section 1.704-2(i)(3).

“Member Nonrecourse Deduction” means “partner nonrecourse deduction” as defined in Treasury Regulation Section 1.704-2(i), substituting the term “Member” for the term “partner” as the context requires.

“Members Schedule” has the meaning set forth in Section 3.01.

“Membership Interest” means an interest in the Company owned by a Member, including such Member’s right (based on the type and class of Unit or Units held by such Member), as applicable, (a) to a Distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to a Distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement.

“Misallocated Item” has the meaning set forth in Section 6.05.

“Net Income” and **“Net Loss”** mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company’s taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulation Section 1.704-1(b)(2)(iv)(i) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;

(c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property’s Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g);

(e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

“**New Interests**” has the meaning set forth in Section 3.04.

“**Nonrecourse Liability**” has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

“**Offered Units**” has the meaning set forth in Section 9.03(a).

“**Offering Member**” has the meaning set forth in Section 9.03(a)

“**Offering Member Notice**” has the meaning set forth in Section 9.03(c)(i).

“**Officers**” has the meaning set forth in Section 8.05.

“**Permitted Transfer**” means a Transfer of Units carried out pursuant to Section 9.02. “Permitted Transferee” means a recipient of a Permitted Transfer.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“**Quarterly Estimated Tax Amount**” of a Member for any calendar quarter of a Fiscal Year means the excess, if any of (a) the product of (i) a quarter ($\frac{1}{4}$) in the case of the first calendar quarter of the Fiscal Year, half ($\frac{1}{2}$) in the case of the second calendar quarter of the Fiscal Year, three-quarters ($\frac{3}{4}$) in the case of the third calendar quarter of the Fiscal Year, and one (1) in the case of the fourth calendar quarter of the Fiscal Year and (b) the Member’s Estimated Tax Amount for such Fiscal Year over (ii) all Distributions previously made during such Fiscal Year to such Member.

“**Representative**” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

“**Securities Act**” means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

“**Shortfall Amount**” has the meaning set forth in Section 7.04(b).

“**Subscription Agreements**” means, collectively, those certain Subscription Agreements, each dated as of the date hereof and a form of which is attached hereto as Exhibit C, by and between the Company and the respective Member named therein, pursuant to which the named Member has acquired that number of Units set forth opposite such Member’s name on the Members Schedule as of the date hereof.

“**Subsidiary**” means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

“**Tax Advance**” has the meaning set forth in Section 7.04(a).

“**Tax Amount**” of a Member for a Fiscal Year means the product of (a) the Tax Rate for such Fiscal Year and (b) the Adjusted Taxable Income of the Member for such Fiscal Year with respect to its Units.

“**Tax Matters Member**” has the meaning set forth in Section 11.03.

“**Tax Rate**” of a Member, for any period, means the highest marginal blended federal, state and local tax rate applicable to ordinary income, qualified dividend income or capital gains, as appropriate, for such period for an individual residing in New York, New York, taking into account for federal income tax purposes, the deductibility of state and local taxes and any applicable limitations on such deductions.

“**Taxing Authority**” has the meaning set forth in Section 7.05(b).

“**Third Party Purchaser**” means any Person who, immediately prior to the contemplated transaction, (a) does not directly or indirectly own or have the right to acquire any outstanding Class A Units or (b) is not a Permitted Transferee of any Person who directly or indirectly owns or has the right to acquire any Class A Units.

“**Transfer**” means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Units owned by a Person or any interest (including a beneficial interest) in any Units owned by a Person. “**Transfer**” when used as a noun shall have a correlative meaning. “**Transferor**” and “**Transferee**” mean a Person who makes or receives a Transfer, respectively.

“**Treasury Regulations**” means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

“**Unallocated Item**” has the meaning set forth in Section 6.05.

“**Unit**” means a unit representing a fractional part of the Membership Interests of the Members and shall include all types and classes of Units, including the Class A Units and the Class B Units; provided, that any type or class of Unit shall have the privileges, preference, duties, liabilities, obligations and rights set forth in this Agreement and the Membership Interests represented by such type or class or series of Unit shall be determined in accordance with such privileges, preference, duties, liabilities, obligations and rights.

“**Votes**” means the number of votes all of the Units represent and is calculated as follows:

(a) The Company in total has 100 Votes among all of its classes and series of Units;

(b) Class A Units together have 51 Votes of the Company, and each Member holding Class A Units shall be deemed to have the prorated fractional number of Votes rounded to the nearest hundredth (second decimal place) of the Company;

(c) Class B Units together have 49 votes of the Company, and each Member holding Class B Units shall be deemed to have the prorated fractional number of Vote rounded to the nearest hundredth (second decimal place) of the Company.

“**Withholding Advances**” has the meaning set forth in Section 7.05(b).

“**Woman Owned Business Status**” has the meaning set forth in Section 4.02(k).

Section 1.02 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (i) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on July 17, 2020 upon the filing of the Certificate of Organization with the Secretary of State of the Commonwealth of Massachusetts. This Agreement was entered into by Company effective July 17, 2020.

(b) This Agreement shall constitute the “limited liability company agreement” of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to this Agreement.

Section 2.02 Name. The name of the Company is “Green Patriot LLC” or such other name or names as the Manager may from time to time designate; provided, that the name shall

always contain the words “Limited Liability Company” or the abbreviation “L.L.C.” or the designation “LLC” The Manager shall give prompt notice to each of the Members of any change to the name of the Company.

Section 2.03 Principal Office. The principal office of the Company is located at 53 Town Farm Road, Ipswich, MA 01938, or such other place as may from time to time be determined by the Manager. The Manager shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

(a) The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Organization or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by Applicable Law.

(b) The registered agent for service of process on the Company in the Commonwealth of Massachusetts shall be the initial registered agent named in the Certificate of Organization or such other Person or Persons as the Manager may designate from time to time in the manner provided by Applicable Law.

Section 2.05 Purpose; Powers.

(a) The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed and to engage in any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed.

Section 2.06 Term. The term of the Company commenced on the date the Certificate of Organization was filed with the Secretary of State of the Commonwealth of Massachusetts and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

Section 2.07 No State-Law Partnership. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state and local income tax purposes, and, to the extent permissible, the Company shall elect to be treated as a partnership for such purposes. The Company and each Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment and no Member shall take any action inconsistent with such treatment. The Members intend that the Company shall not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member, Manager or Officer of the Company shall be a partner or joint venture of any other Member, Manager, or Officer of the Company, for any purposes other than as set forth in the first sentence of this Section 2.07.

ARTICLE III UNITS

Section 3.01 Units Generally. The Membership Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one or more types, classes or series. Each type, class or series of Units shall have the privileges, preference, duties, liabilities, obligations and rights, including voting rights, if any, set forth in this Agreement with respect to such type, class or series. The Manager shall maintain a schedule of all Members, their respective mailing addresses and the number and series of Units held by them (the “**Members Schedule**”), and shall update the Members Schedule upon the issuance or Transfer of any Units to any new or existing Member. A copy of the Members Schedule as of the execution of this Agreement is attached hereto as Schedule A, which may be updated from time to time by the Manager to reflect the correct list of Members and their respective information including without limitation the numbers and series of Units and their total capital contribution.

Section 3.02 Authorization and Issuance of Class A Units. Subject to compliance with Section 8.06 and Section 9.01(b), the Company is hereby authorized to issue a class of Units designated as Class A Units. As of the date hereof, the number of Class A Units issued and outstanding to the Members are set forth opposite each Member’s name on the Members Schedule. Prior to issuing additional Class A Units beyond those accounted for on the Members Schedule, the Manager shall inform the Members in writing of the Company’s intent to issue additional Class A Units, and such notice shall include the anticipated price at which such Class A Units are to be sold.

Section 3.03 Authorization and Issuance of Class B Units. Subject to compliance with Section 8.06 and Section 9.01(b), the Company is hereby authorized to issue a class of Units designated as Class B Units. As of the date hereof, the number of Class B Units issued and outstanding to the Members are set forth opposite each Member’s name on the Members Schedule. Prior to issuing additional Class B Units beyond those accounted for on the Members Schedule, the Manager shall inform the Members in writing of the Company’s intent to issue additional Class B Units, and such notice shall include the anticipated price at which such Class B Units are to be sold.

Section 3.04 Other Issuances. In addition to the Class A Units and Class B Units, the Company is hereby authorized, subject to compliance Section 8.06 and Section 9.01(b), to authorize and issue or sell to any Person any new type, class or series of Units not otherwise described in this Agreement, which Units may be designated as classes or series of the Class A Units or Class B Units but having different rights (“**New Interests**”). Notwithstanding the foregoing, in the event that the Company elects to authorize and issue New Interests, prior to the authorization of such New Interests the Manager shall inform the Members in writing of the Manager’s intent to authorize New Interests, and such notice shall include (a) a description of all the rights and privileges associated with such New Interests and (b) the anticipated purchase price of such New Interests. The Manager is hereby authorized, subject to Section 14.09, to amend this Agreement to reflect such issuance and to fix the relative privileges, preference, duties, liabilities, obligations and rights of any such New Interests, including the number of such New Interests to

be issued, the preference (with respect to Distributions, in liquidation or otherwise) over any other Units and any contributions required in connection therewith.

Section 3.05 Certification of Units.

(a) The Manager in its sole discretion may, but shall not be required to, issue certificates to the Members representing the Units held by such Member.

(b) In the event that the Manager shall issue certificates representing Units in accordance with Section 3.05(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Units shall bear a legend substantially in the following form:

THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE UNITS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH LIMITED LIABILITY COMPANY AGREEMENT.

THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION

ARTICLE IV MEMBERS

Section 4.01 Admission of New Members.

(a) New Members may be admitted from time to time (i) in connection with an issuance of Units by the Company, subject to compliance with the provisions of Section 8.06 and Section 9.01(b), as applicable, and (ii) in connection with a Transfer of Units, subject to compliance with the provisions of Article IX and in either case, following compliance with the provisions of Section 4.01(b).

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Units, such Person shall have executed and delivered to the Company a written undertaking substantially in the form of the Joinder Agreement. Upon the amendment of the Members Schedule by the Manager and the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for the issuance of the applicable Units, such Person shall be admitted as a Member and deemed listed as such on the books and records

of the Company and thereupon shall be issued his, her or its Units. The Manager shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 5.03.

Section 4.02 Representations and Warranties of Members. By execution and delivery of this Agreement or a Joinder Agreement, as applicable, each of the Members, whether admitted as of the date hereof or pursuant to Section 4.01, represents and warrants to the Company and acknowledges that:

(a) The Units have not been registered under the Securities Act or the securities laws of any other jurisdiction, are issued in reliance upon federal and state exemptions for transactions not involving a public offering and cannot be disposed of unless (i) they are subsequently registered or exempted from registration under the Securities Act and (ii) the provisions of this Agreement have been complied with;

(b) Such Member is an “accredited investor” within the meaning of Rule 501 promulgated under the Securities Act, as amended by Section 413(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and agrees that it will not take any action that could have an adverse effect on the availability of the exemption from registration provided by Rule 501 promulgated under the Securities Act with respect to the offer and sale of the Units;

(c) Such Member’s Units are being acquired for its own account solely for investment and not with a view to resale or distribution thereof;

(d) Such Member has conducted its own independent review and analysis of the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Company and the Company Subsidiaries and such Member acknowledges that it has been provided adequate access to the personnel, properties, premises and records of the Company and the Company Subsidiaries for such purpose;

(e) The determination of such Member to acquire Units has been made by such Member independent of any other Member and independent of any statements or opinions as to the advisability of such purchase or as to the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Company and the Company Subsidiaries that may have been made or given by any other Member or by any agent or employee of any other Member;

(f) Such Member has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and making an informed decision with respect thereto;

(g) Such Member is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time;

(h) The execution, delivery and performance of this Agreement have been duly authorized by such Member and do not require such Member to obtain any consent or approval that has not been obtained and do not contravene or result in a default in any

material respect under any provision of any law or regulation applicable to such Member or other governing documents or any agreement or instrument to which such Member is a party or by which such Member is bound;

(i) This Agreement is valid, binding and enforceable against such Member in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to or affecting creditors' rights or general equity principles (regardless of whether considered at law or in equity); and

(j) Neither the issuance of any Units to any Member nor any provision contained herein will entitle the Member to remain in the employment of the Company or any Company Subsidiary or affect the right of the Company or any Company Subsidiary to terminate the Member's employment at any time for any reason, other than as otherwise provided in such Member's employment agreement or other similar agreement with the Company or Company Subsidiary, if applicable.

(k) Such Member has been appraised of the Company's voting structure where Class A Units hold the majority of the Votes, understands and agrees that such voting structure is necessary to ensure the Company's good standing as a Woman Business Enterprise with the Massachusetts Supplier Diversity Office ("Woman-Owned Business Status"), and fully consents to such voting structure.

(l) None of the foregoing shall replace, diminish or otherwise adversely affect any Member's representations and warranties made by it in any Subscription Agreement or Award Agreement, as applicable.

Section 4.03 No Personal Liability. By Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 4.04 No Withdrawal. A Member shall not cease to be a Member as a result of the Bankruptcy of such Member. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member; provided, however, that this Agreement shall continue to apply with respect to any Units that have been called in accordance with Article X until full payment is made therefor in accordance with the terms of this Agreement.

Section 4.05 Death. The death of any Member shall not cause the dissolution of the Company. In such event the Company and its business shall be continued by the remaining Member or Members and the Units owned by the deceased Member shall automatically be Transferred to such Member's heirs; provided, that within a reasonable time after such Transfer,

the applicable heirs shall sign a written undertaking substantially in the form of the Joinder Agreement.

Section 4.06 Voting. Except as required by applicable law or as specifically provided for in this Agreement, no Member shall be entitled to vote on any Company matter by virtue of such Member's Membership Interest.

Section 4.07 Meetings.

(a) **Calling the Meeting.** Meetings of the Members may be called by (i) the Manager or (ii) by a Member or group of Members holding more than 50% of the Units.

(b) **Notice.** Written notice stating the place, date and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than thirty (30) days before the date of the meeting to each Member, by or at the direction of the Manager or the Member(s) calling the meeting, as the case may be. The Members may hold meetings at the Company's principal office or at such other place as the Manager or the Member(s) calling the meeting may designate in the notice for such meeting. Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(c) **Participation.** Any Member may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) **Vote by Proxy.** On any matter that is to be voted on by Members, a Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy; provided, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

Section 4.08 Quorum. A quorum of any meeting of the Members shall require the presence of the Members holding a majority of the Units held by all Members. Subject to Section 4.09, no action at any meeting may be taken by the Members unless the appropriate quorum is present. Subject to Section 4.09, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of Members holding a majority of the Units held by all Members.

Section 4.09 Action Without Meeting. Notwithstanding the provisions of Section 4.08, any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members holding not less than a majority of the Votes held by all

Members. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members.

Section 4.10 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement. Except as otherwise specifically provided by this Agreement, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company.

Section 4.11 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 4.12 Waiver of Minority Shareholder Rights. To the extent a Member holds any Class B Unit and/or holds fewer than ½ of the Class A Units, such Member waives irrevocably and forever any right given to minority shareholders under the Massachusetts laws, including without limitation fiduciary duties owed to such Member by other Members and/or Manager, duties of loyalty, and remedies for "freeze-outs."

ARTICLE V CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 5.01 Initial Capital Contributions. Contemporaneously with the execution of this Agreement and as set forth in the respective Subscription Agreements, each Initial Member has made the Capital Contribution giving rise to such Initial Member's initial Capital Account and is deemed to own the number, type, series and class of Units, in each case, in the amounts set forth opposite such Initial Member's name on the Members Schedule as in effect on the date hereof.

Section 5.02 Additional Capital Contributions.

(a) No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the Manager and in connection with an issuance of Units made in compliance with Section 8.06.

(b) No Member shall be required to lend any funds to the Company and no Member shall have any personal liability for the payment or repayment of any Capital Contribution by or to any other Member.

Section 5.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "**Capital Account**") on its books and records in accordance with this Section 5.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by the amount of:

- (i) such Member's Capital Contributions, including such Member's initial Capital Contribution;
 - (ii) any Net Income or other item of income or gain allocated to such Member pursuant to Article VI and
 - (iii) any liabilities of the Company that are assumed by such Member or secured by any property Distributed to such Member.
- (b) Each Member's Capital Account shall be decreased by:
- (i) the cash amount or Book Value of any property Distributed to such Member pursuant to Article VII and Section 12.03(c);
 - (ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to Article VI and
 - (iii) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

Section 5.04 Succession Upon Transfer. In the event that any Units are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units and, subject to Section 6.04, shall receive allocations and Distributions pursuant to Article VI, Article VII and Article VIII in respect of such Units.

Section 5.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in his, her or its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 5.06 No Withdrawal. No Member shall be entitled to withdraw any part of his, her or its Capital Account or to receive any Distribution from the Company, except as provided in this Agreement. No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any Distributions to any Members, in liquidation or otherwise.

Section 5.07 Treatment of Loans from Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 5.03(a)(iii), if applicable.

Section 5.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Treasury Regulations and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Manager may authorize such modifications.

ARTICLE VI ALLOCATIONS

Section 6.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), except as otherwise provided in this Agreement, Net Income and Net Loss (and, to the extent necessary, individual items of income, gain, loss or deduction) of the Company shall be allocated among the Members in a manner such that, after giving effect to the special allocations set forth in Section 6.02, the Capital Account balance of each Member, immediately after making such allocations, is, as nearly as possible, equal to the Distributions that would be made to such Member pursuant to Section 12.03(c) if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Book Value, all Company liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Book Value of the assets securing such liability), and the net assets of the Company were Distributed, in accordance with Section 12.03(c), to the Members immediately after making such allocations, minus (b) such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets.

Section 6.02 Regulatory and Special Allocations. Notwithstanding the provisions of Section 6.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 6.02(a) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections

1.704-2(i)(4) and 1.704-2(j)(2). This Section 6.02(b) is intended to comply with the “minimum gain chargeback” requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) In the event any Member unexpectedly receives any adjustments, allocations or Distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or Distributions as quickly as possible. This Section 6.02(c) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) The allocations set forth in paragraphs (a) (b) and (c) above (the “**Regulatory Allocations**”) are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this Article VI (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

(e) The Company and the Members acknowledge that allocations like those described in Proposed Treasury Regulation Section 1.704-1(b)(4)(xii)(c) (“**Forfeiture Allocations**”) result from the allocations of Net Income and Net Loss provided for in this Agreement. For the avoidance of doubt, the Company is entitled to make Forfeiture Allocations and, once required by applicable final or temporary guidance, allocations of Net Income and Net Loss will be made in accordance with Proposed Treasury Regulation Section 1.704-1(b)(4)(xii)(c) or any successor provision or guidance.

Section 6.03 Tax Allocations.

(a) Subject to Section 6.03(b) through Section 6.03(e), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions among the Members for computing their Capital Accounts, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company’s subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and the traditional method of Treasury Regulations Section 1.704-3(b), so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(f) as provided in clause (c) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).

(d) Allocations of tax credit, tax credit recapture and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) The Company shall make allocations pursuant to this Section 6.02 in accordance with the traditional method in accordance with Treasury Regulations Section 1.704-3(d).

(f) Allocations pursuant to this Section 6.02 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, Distributions or other items pursuant to any provisions of this Agreement.

Section 6.04 Allocations in Respect of Transferred Units. In the event of a Transfer of Units during any Fiscal Year made in compliance with the provisions of Article IX Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Units for such Fiscal Year shall be determined using the interim closing of the books method.

Section 6.05 Curative Allocations. In the event that the Tax Matters Member determines, after consultation with counsel experienced in income tax matters, that the allocation of any item of Company income, gain, loss or deduction is not specified in this Article VI (an “**Unallocated Item**”), or that the allocation of any item of Company income, gain, loss or deduction hereunder is clearly inconsistent with the Members' economic interests in the Company (determined by reference to the general principles of Treasury Regulations Section 1.704-1(b) and the factors set forth in Treasury Regulations Section 1.704-1(b)(3)(ii)) (a “**Misallocated Item**”), then the Manager may allocate such Unallocated Items, or reallocate such Misallocated Items, to reflect such economic interests; provided, that no such allocation will be made without the prior consent of each Member that would be adversely and disproportionately affected thereby; and provided, further, that no such allocation shall have any material effect on the amounts distributable to any Member, including the amounts to be distributed upon the complete liquidation of the Company.

ARTICLE VII DISTRIBUTIONS

Section 7.01 General.

(a) Subject to Section 7.01(b), Section 7.02 and Section 7.04, the Manager shall have sole discretion regarding the amounts and timing of Distributions to Members,

including to decide to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company (which needs may include the payment or the making of provision for the payment when due of the Company's obligations, including, but not limited to, present and anticipated debts and obligations, capital needs and expenses, the payment of any management or administrative fees and expenses, and reasonable reserves for contingencies).

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution to Members if such Distribution would violate Applicable Law.

Section 7.02 Priority of Distributions. After making all Distributions required for a given Fiscal Year under Section 7.04 and subject to the priority of Distributions pursuant to Section 12.03(c), if applicable, and after setting aside reasonable funds for the operation of the Company, the Manager shall make Distributions of all of the Company's available cash as follows:

(a) first, to the Members pro rata in proportion to their Capital Contributions, until Distributions under this Section 7.02(a) equal the aggregate amount of Capital Contributions attributable to the Members;

(b) second, any remaining amounts to the Members pro rata in proportion to their aggregate holdings of Class A Units and Class B Units treated as one class of Units.

Section 7.03 This Section is intentionally deleted.

Section 7.04 Tax Advances.

(a) Subject to any restrictions in any of the Company's and/or any Company Subsidiary's then applicable debt-financing arrangements, and subject to the Manager's sole discretion to retain any other amounts necessary to satisfy the Company's and/or the Company Subsidiaries' obligations, at least five (5) days before each date prescribed by the Code for a calendar-year corporation to pay quarterly installments of estimated tax, the Company shall use commercially reasonable efforts to Distribute cash to each Member in proportion to and to the extent of such Member's Quarterly Estimated Tax Amount for the applicable calendar quarter (each such Distribution, a "**Tax Advance**").

(b) If, at any time after the final Quarterly Estimated Tax Amount has been Distributed pursuant to Section 7.04(a) with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such Member's Tax Amount for such Fiscal Year (a "**Shortfall Amount**"), the Company shall use commercially reasonable efforts to Distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall use commercially reasonable efforts to Distribute Shortfall Amounts with respect to a Fiscal Year before the 75th day of the next succeeding Fiscal Year; provided, that if the Company has made Distributions other than pursuant to this Section 7.04, the Manager may apply such Distributions to reduce any Shortfall Amount.

(c) If the aggregate Tax Advances made to any Member pursuant to this Section 7.04 for any Fiscal Year exceed such Member's Tax Amount (an "**Excess Amount**"), such Excess Amount shall reduce subsequent Tax Advances that would be made to such Member pursuant to this Section 7.04, except to the extent taken into account as an advance pursuant to Section 7.04(d).

(d) Any Distributions made pursuant to this Section 7.04 shall be treated for purposes of this Agreement as advances on Distributions pursuant to Section 7.02 and shall reduce, dollar-for-dollar, the amount otherwise Distributable to such Member pursuant to Section 7.02.

Section 7.05 Tax Withholding; Withholding Advances.

(a) Tax Withholding. If requested by the Manager, each Member shall, if able to do so, deliver to the Manager:

(i) an affidavit in form satisfactory to the Manager that the applicable Member (or its members, as the case may be) is not subject to withholding under the provisions of any federal, state, local, foreign or other Applicable Law;

(ii) any certificate that the Manager may reasonably request with respect to any such laws; and/or

(iii) any other form or instrument reasonably requested by the Manager relating to any Member's status under such law.

(iv) If a Member fails or is unable to deliver to the Manager the affidavit described in Section 7.05(a)(i), the Manager may withhold amounts from such Member in accordance with Section 7.05(b).

(b) Withholding Advances. The Company is hereby authorized at all times to make payments ("**Withholding Advances**") with respect to each Member in amounts required to discharge any obligation of the Company (as determined by the Tax Matters Member based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local or foreign taxing authority (a "**Taxing Authority**") with respect to any Distribution or allocation by the Company of income or gain to such Member and to withhold the same from Distributions to such Member. Any funds withheld from a Distribution by reason of this Section 7.05(b) shall nonetheless be deemed Distributed to the Member in question for all purposes under this Agreement and, at the option of the Manager, shall be charged against the Member's Capital Account.

(c) Repayment of Withholding Advances. Any Withholding Advance made by the Company to a Taxing Authority on behalf of a Member and not simultaneously withheld from a Distribution to that Member shall, with interest thereon accruing from the date of payment at a rate equal to the prime rate published in the Wall Street Journal on the date of payment plus two percent (2.0%) per annum (the "**Company Interest Rate**"):

(i) be promptly repaid to the Company by the Member on whose behalf the Withholding Advance was made (which repayment by the Member shall not constitute a Capital Contribution, but shall credit the Member's Capital Account if the Manager shall have initially charged the amount of the Withholding Advance to the Capital Account); or

(ii) with the consent of the Manager, be repaid by reducing the amount of the next succeeding Distribution or Distributions to be made to such Member (which reduction amount shall be deemed to have been Distributed to the Member, but which shall not further reduce the Member's Capital Account if the Manager shall have initially charged the amount of the Withholding Advance to the Capital Account).

Interest shall cease to accrue from the time the Member on whose behalf the Withholding Advance was made repays such Withholding Advance (and all accrued interest) by either method of repayment described above.

(d) Indemnification. Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest or penalties which may be asserted by reason of the Company's failure to deduct and withhold tax on amounts Distributable or allocable to such Member. The provisions of this Section 7.05(d) and the obligations of a Member pursuant to Section 7.05(c) shall survive the termination, dissolution, liquidation and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Units. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 7.05, including bringing a lawsuit to collect repayment with interest of any Withholding Advances.

(e) Overwithholding. Neither the Company nor the Manager shall be liable for any excess taxes withheld in respect of any Distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

ARTICLE VIII MANAGEMENT

Section 8.01 Establishment of the Manager. A manager of the Company (the "**Manager**") is hereby established and shall be a natural Person (the "**Manager**") who shall be appointed in accordance with the provisions of Section 8.02. The business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Manager, and the Manager shall have, and is hereby granted, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as it may in its sole discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement.

Section 8.02 Manager; Vacancies.

(a) The Company and the Members shall take such actions as may be required to ensure that there is a Manager at all times. The initial Manager shall be Joseph McCarthy. In the event that Joseph McCarthy cannot serve as Manager for any reason, the Manager shall be Elizabeth McCarthy.

(b) In the event that neither Joseph McCarthy nor Elizabeth McCarthy are able to serve as Manager at any time due to the death, Disability, retirement, resignation or removal, then the Members shall have the right to designate an individual to fill such vacancy and the Company and each Member hereby agree to take such actions as may be required to ensure the election or appointment of such designee to fill such vacancy on the Manager. In the event that the Members shall fail to designate in writing a representative to fill the position of Manager, and such failure shall continue for more than thirty (30) days, then the Members, acting by majority vote, shall assume the duties of the Manager.

Section 8.03 Resignation.

(a) A Manager may resign at any time by delivering his or her written resignation to the Members. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The Members' acceptance of a resignation shall not be necessary to make it effective.

Section 8.04 Compensation; No Employment.

(a) The Manager shall be reimbursed for his reasonable out-of-pocket expenses incurred in the performance of his duties as a Manager. Nothing contained in this Section 8.04 shall be construed to preclude any Manager from serving the Company in any other capacity and receiving reasonable compensation for such services.

(b) This Agreement does not, and is not intended to, confer upon the Manager any rights with respect to continued employment by the Company, and nothing herein should be construed to have created any employment agreement with any Manager.

Section 8.05 Officers. The Manager may appoint individuals as officers of the Company (the "Officers") as it deems necessary or desirable to carry on the business of the Company, and the Manager may delegate to such Officers such power and authority as the Manager deems advisable. No Officer need be a Member. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager (acting by majority vote of all Managers other than the Officer being considered for removal, if applicable) with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

Section 8.06 No Personal Liability. By Applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation or liability of the Company or of

any Company Subsidiaries, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

ARTICLE IX TRANSFER

Section 9.01 General Restrictions on Transfer.

(a) Subject to the Section 9.04, each Member acknowledges and agrees that such Member (or any Permitted Transferee of such Member) shall not Transfer any Units except as permitted pursuant to Section 9.02 or in accordance with the procedures described in Section 9.03, as applicable. Notwithstanding the foregoing or anything in this Agreement to the contrary, Transfers of Units by any Member (or any Permitted Transferee of a Member) shall not be permitted prior to the second anniversary of the date of this Agreement (after which time any such Transfer shall be subject to the restrictions in the first sentence of this Section 9.01(a)), except pursuant to Section 9.02;

(b) No Transfer of Units to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01(b) hereof.

(c) Notwithstanding any other provision of this Agreement (including Section 9.02), each Member agrees that it will not, directly or indirectly, Transfer any of its Units, and the Company agrees that it shall not issue any Units:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Units, if requested by the Company, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a “publicly traded partnership” under Section 7704(b) of the Code within the meaning of Treasury Regulation Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulation Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company’s existence or qualification as a limited liability company;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause a termination of the Company for federal income tax purposes;

(vi) if such Transfer or issuance would cause the Company or any of the Company Subsidiaries to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vii) if such Transfer or issuance would cause the assets of the Company or any of the Company Subsidiaries to be deemed “Plan Assets” as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any “prohibited transaction” thereunder involving the Company or any Company Subsidiary.

In any event, the Manager may refuse the Transfer to any Person if such Transfer would have a material adverse effect on the Company as a result of any regulatory or other restrictions imposed by any Governmental Authority.

(d) Any Transfer or attempted Transfer of any Units in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company’s books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue be treated) as the owner of such Units for all purposes of this Agreement.

(e) For the avoidance of doubt, any Transfer of Units permitted by Section 9.02 or made in accordance with the procedures described in Section 9.03, as applicable, and purporting to be a sale, transfer, assignment or other disposal of the entire Membership Interest represented by such Units, inclusive of all the rights and benefits applicable to such Membership Interest, shall be deemed a sale, transfer, assignment or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any less than all of the rights and benefits of the Membership Interest unless explicitly agreed to by the parties to such Transfer.

Section 9.02 Permitted Transfers. Subject to the Section 9.04, the provisions of Section 9.01(a) shall not apply to any Transfer by any Member of all or any portion of its Units to its Affiliate.

Section 9.03 Right of First Refusal.

(a) Offered Units. Subject to the terms and conditions specified in Section 9.01, Section 9.02, this Section 9.03, and Section 9.04 the Company shall have a right of first refusal if any other Member (the “**Offering Member**”) receives a bona fide offer that the Offering Member desires to accept to Transfer all or any portion of the Units (the “**Offered Units**”).

(b) Offering; Exceptions. Each time the Offering Member receives an offer for a Transfer of any of its Units (other than Transfers that are permitted by Section 9.02, subject to Section 9.04), the Offering Member shall first make an offering of the Offered Units to the Company, all in accordance with the following provisions of this Section 9.03, prior to Transferring such Offered Units to the proposed purchaser.

(c) Offer Notice.

(i) The Offering Member shall, within five (5) Business Days of receipt of the Transfer offer, give written notice (the “**Offering Member Notice**”) to the Company stating that it has received a bona fide offer for a Transfer of its Units and specifying:

(1) the number of Offered Units to be Transferred by the Offering Member;

(2) the proposed date, time and location of the closing of the Transfer, which shall not be less than 60 (sixty) Business Days/days from the date of the Offering Member Notice;

(3) the purchase price per Offered Unit (which shall be payable solely in cash) and the other material terms and conditions of the Transfer; and

(4) the name of the Person who has offered to purchase such Offered Units.

(ii) The Offering Member Notice shall constitute the Offering Member’s offer to Transfer the Offered Units to the Company, which offer shall be irrevocable until the end of the Company Option Period described in Section 9.03(d)(iii).

(iii) By delivering the Offering Member Notice, the Offering Member represents and warrants to the Company that:

(1) the Offering Member has full right, title and interest in and to the Offered Units;

(2) the Offering Member has all the necessary power and authority and has taken all necessary action to Transfer such Offered Units as contemplated by this Section 9.03; and

(3) the Offered Units are free and clear of any and all liens other than those arising as a result of or under the terms of this Agreement.

(d) Exercise of Right of First Refusal.

(i) Upon receipt of the Offering Member Notice, the Company shall have the right to purchase the Offered Units in accordance with the procedures set forth in Section 9.03(d)(i). Notwithstanding the foregoing, the Company may only

exercise their right to purchase the Offered Units if, after giving effect to all elections made under this Section 9.03(d), no less than all of the Offered Units will be purchased by the Company, and such transfer shall not result in the Company's disqualification from its Woman Business Enterprise ("WBE) Status.

(ii) The initial right of the Company to purchase any Offered Units shall be exercisable with the delivery of a written notice (the "**Company ROFR Exercise Notice**") by the Company to the Offering Member within ten (10) Business Days of receipt of the Offering Member Notice (the "**Company Option Period**"), stating the number (including where such number is zero) and type of Offered Units the Company elects irrevocably to purchase on the terms and respective purchase prices set forth in the Offering Member Notice. The Company ROFR Exercise Notice shall be binding upon delivery and irrevocable by the Company.

(iii) This Subsection is intentionally deleted.

(iv) The failure of the Company to deliver a Company ROFR Exercise Notice or Member ROFR Exercise Notice by the end of the Company Option Period shall constitute a waiver of their respective rights of first refusal under this Section 9.03 with respect to the Transfer of Offered Units, but shall not affect their respective rights with respect to any future Transfers.

(e) This Subsection is intentionally deleted.

(f) This Subsection is intentionally deleted.

(g) Consummation of Sale. In the event that the Company shall have, in the aggregate, exercised their respective rights to purchase all and not less than all of the Offered Units, then the Offering Member shall sell such Offered Units to the Company, and the Company shall purchase such Offered Units, within sixty (60) days following the expiration of the Company Option Period (which period may be extended for a reasonable time not to exceed ninety (90) days to the extent reasonably necessary to obtain required approvals or consents from any Governmental Authority). Each Member shall take all actions as may be reasonably necessary to consummate the sale including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate. At the closing of any sale and purchase pursuant to this Section 9.03(g), the Offering Member shall deliver to the Company and certificates (if any) representing the Offered Units to be sold, free and clear of any liens or encumbrances (other than those contained in this Agreement), accompanied by evidence of transfer and all necessary transfer taxes paid and stamps affixed, if necessary, against receipt of the purchase price therefor from the Company by certified or official bank check or by wire transfer of immediately available funds.

(h) Sale to Proposed Purchaser. In the event that the Company shall not have collectively elected to purchase all of the Offered Units, then, to the extent applicable, the

Offering Member may Transfer all of such Offered Units, at a price per Applicable Offered Unit not less than specified in the Offering Member Notice and on other terms and conditions which are not materially more favorable in the aggregate to the proposed purchaser than those specified in the Offering Member Notice, but only to the extent that such Transfer occurs within ninety (90) days after expiration of the Company Option Period. Any Offered Units not Transferred within such 90-day period will be subject to the provisions of this Section 9.03 upon subsequent Transfer.

Section 9.04 Additional Restrictions to Class A Units. Notwithstanding the foregoing or anything in this Agreement to the contrary, because the Company must maintain its Woman Business Enterprise Status for licensing purposes, each Member further acknowledges and agrees that such Member (or any Permitted Transferee of such Member) shall not Transfer any Class A Units until the Company has been awarded the final licenses from the Massachusetts Cannabis Control Commission for which the Company intends to apply. For the purpose of this Section 9.04, the Manager has the sole and absolute discretion as to what licenses the Company intends to apply for and when to apply for such licenses.

ARTICLE X COVENANTS

Section 10.01 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, he will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company, the Company Subsidiaries and their Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents which the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, “**Confidential Information**”). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing his investment in the Company or performing his duties as a Manager, Officer, employee, consultant or other service provider of the Company) at any time, including, without limitation, use for personal, commercial or proprietary advantage or profit, either during his association or employment with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.

(b) Nothing contained in Section 10.01(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to other Members; (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 10.01 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Units from such Member, as long as such Transferee agrees to be bound by the provisions of this Section 10.01 as if a Member; provided, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Members of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Members) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 10.01(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or becomes available to a Member or any of its Representatives on a non-confidential basis prior to its disclosure to the receiving Member and any of its Representatives in compliance with this Agreement; (iii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iv) becomes available to the receiving Member or any of its Representatives on a non-confidential basis from a source other than the Company, any other Member or any of their respective Representatives; provided, that such source is not known by the recipient of the Confidential Information to be bound by a confidentiality agreement with the disclosing Member or any of its Representatives.

ARTICLE XI ACCOUNTING; TAX MATTERS

Section 11.01 Financial Statements. The Company shall furnish to each Member the following reports:

(a) Annual Financial Statements. As soon as available, and in any event within one hundred twenty (120) days after the end of each Fiscal Year, consolidated balance sheets of the Company as at the end of each such Fiscal Year and consolidated statements of income, cash flows and Members' equity for such Fiscal Year, in each case setting forth in comparative form the figures for the previous Fiscal Year, accompanied by the certification of independent certified public accountants of recognized national standing selected by the Manager, certifying to the effect that, except as set forth therein, such financial statements have been prepared in accordance with GAAP, applied on a basis consistent with prior years, and fairly present in all material respects the financial condition of the Company and Company Subsidiaries as of the dates thereof and the results of their

operations and changes in their cash flows and Members' equity for the periods covered thereby.

Section 11.02 Inspection Rights. Upon reasonable notice from a Member, the Company shall, and shall cause its Manager to afford each Member and its Representatives reasonable access during normal business hours to (i) the Company's properties, offices, plants and other facilities, (ii) the corporate, financial and similar records, reports and documents of the Company, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members or Managers, and to permit each Member and its Representatives to examine such documents and make copies thereof, and (iii) the Company's Officers and public accountants, and to afford each Member and its Representatives the opportunity to discuss and advise on the affairs, finances and accounts of the Company with their Officers and public accountants (and the Company hereby authorizes said accountants to discuss with such Member and its Representatives such affairs, finances and accounts).

Section 11.03 Tax Matters Member.

(a) Appointment. The Members hereby appoint the Manager as the "Tax Matters Member" who shall serve as the "tax matters partner" (as such term is defined in Code Section 6231) for the Company.

(b) Tax Examinations and Audits. The Tax Matters Member is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees to cooperate with the Tax Matters Member and to do or refrain from doing any or all things reasonably requested by the Tax Matters Member with respect to the conduct of examinations by Taxing Authorities and any resulting proceedings. Each Member agrees that any action taken by the Tax Matters Member in connection with audits of the Company shall be binding upon such Members and that such Member shall not independently act with respect to tax audits or tax litigation affecting the Company.

(c) Income Tax Elections. The Tax Matters Member shall have sole discretion to make any income tax election it deems advisable on behalf of the Company; provided, that the Tax Matters Member will make an election under Section 754 of the Code, if requested in writing by Members holding a majority of the outstanding Units. All determinations as to tax elections and accounting principles shall be made solely by the Tax Matters Member.

(d) Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. The Tax Matters Member shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax

deficiencies assessed or proposed to be assessed by any Taxing Authority. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member as provided in Section 7.05(d).

(e) Resignation. The Tax Matters Member may resign at any time. If the Manager ceases to be the Tax Matters Member for any reason, the holders of a majority of the Units of the Company shall appoint a new Tax Matters Member.

Section 11.04 Tax Returns. At the expense of the Company, the Manager (or any Officer that it may designate pursuant to Section 8.05) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company and the Company Subsidiaries own property or do business. As soon as reasonably possible after the end of each Fiscal Year, the Manager or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 11.05 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Manager, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Manager may designate.

ARTICLE XII DISSOLUTION AND LIQUIDATION

Section 12.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

- (a) The determination of the Manager to dissolve the Company;
- (b) An election to dissolve the Company made by holders of a majority of the Units;
- (c) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or
- (d) The entry of a decree of judicial dissolution.

Section 12.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 12.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company

have been distributed as provided in Section 12.03 and the Certificate of Organization shall have been cancelled as provided in Section 12.04.

Section 12.03 Liquidation. If the Company is dissolved pursuant to Section 12.01, the Company shall be liquidated and its business and affairs wound up in accordance with the following provisions:

(a) Liquidator. The Manager, or, if the Manager is unable to do so, a Person selected by the holders of a majority of the Units, shall act as liquidator to wind up the Company (the “**Liquidator**”). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company’s assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company’s assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

(c) Distribution of Proceeds. The Liquidator shall liquidate the assets of the Company and Distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company’s debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to the establishment of and additions to reserves that are determined by the Manager in its sole discretion to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) Third, to the Members in the same manner as Distributions are made under Section 7.02.

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 12.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 12.03(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company’s assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, in its absolute discretion, Distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 12.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such Distribution in kind will be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of

any such Distribution, any property to be Distributed will be valued at its Fair Market Value.

Section 12.04 Cancellation of Certificate. Upon completion of the Distribution of the assets of the Company as provided in Section 12.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Certificate of Organization in the Commonwealth of Massachusetts and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the Commonwealth of Massachusetts and shall take such other actions as may be necessary to terminate the Company.

Section 12.05 Survival of Rights, Duties and Obligations. Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss which at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or which thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 13.03.

Section 12.06 Resource for Claims. Each Member shall look solely to the assets of the Company for all Distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss and other items of income, gain, loss and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Manager, the Liquidator or any other Member.

ARTICLE XIII EXCULPATION AND INDEMNIFICATION

Section 13.01 Exculpation of Covered Persons.

(a) Covered Persons. As used herein, the term "**Covered Person**" shall mean (i) each Member, (ii) each officer, director, shareholder, partner, member, controlling Affiliate, employee, agent or representative of each Member, and each of their controlling Affiliates, and (iii) each Manager, Officer, employee, agent or representative of the Company.

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good-faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) another

Manager; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence.

Section 13.02 Liabilities and Duties of Covered Persons.

(a) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 13.03 Indemnification.

(a) Indemnification. As the same now exists or may hereafter be amended, substituted or replaced the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Losses") to which such Covered Person may become subject by reason of:

(i) Any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or any direct or indirect Subsidiary of the foregoing in connection with the business of the Company; or

(ii) The fact that such Covered Person is or was acting in connection with the business of the Company as a partner, member, stockholder, controlling Affiliate, manager, director, officer, employee or agent of the Company, any

Member, or any of their respective controlling Affiliates, or that such Covered Person is or was serving at the request of the Company as a partner, member, manager, director, officer, employee or agent of any Person including the Company or any Company Subsidiary;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud or willful misconduct, in either case as determined by a final, nonappealable order of a court of competent jurisdiction. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud or willful misconduct.

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 13.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 13.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(c) Entitlement to Indemnity. The indemnification provided by this Section 13.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 13.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 13.03 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person.

(d) Funding of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 13.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(e) Savings Clause. If this Section 13.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section

13.03 to the fullest extent permitted by any applicable portion of this Section 13.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(f) Amendment. The provisions of this Section 13.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 13.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 13.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

(g) Survival. The provisions of this Article XIII shall survive the dissolution, liquidation, winding up and termination of the Company.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 14.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 14.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 14.03):

If to the Company: 53 Town Farm Road, Ipswich, MA 01938
Facsimile: [FAX NUMBER]
E-mail: [E-MAIL ADDRESS]
Attention: Joseph McCarthy

If to a Member, to such Member's respective mailing address as set forth on the Members Schedule.

Section 14.04 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

Section 14.05 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 14.06 Entire Agreement. This Agreement, together with the Certificate of Organization, each Subscription Agreement, and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter, including the Original Agreement.

Section 14.07 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 14.08 No Third-party Beneficiaries. Except as provided in Article XIII which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 14.09 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and Members holding a majority of the Units. Any such written amendment or modification will be binding upon the Company and each Member; provided, that an amendment or modification modifying the rights or obligations of any Member in a manner that is disproportionately adverse to (a) such Member relative to the rights of other Members in respect of Units of the same class or series or (b) a class or series of Units relative to the rights of another class or series of Units, shall in each case be effective only with that Member's consent or the consent of the Members holding a majority of the Units in that class or series, as applicable. Notwithstanding the foregoing, amendments to the

Members Schedule following any new issuance, redemption, repurchase or Transfer of Units in accordance with this Agreement may be made by the Manager without the consent of or execution by the Members.

Section 14.10 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 14.10 shall diminish any of the explicit and implicit waivers described in this Agreement, including in, Section 9.03(d)(iv) and Section 14.13 hereof.

Section 14.11 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

Section 14.12 Submission to Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the Superior Court of the Commonwealth of Massachusetts (or, if such court lacks subject matter jurisdiction, in the Superior Court of the Commonwealth of Massachusetts), so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the Commonwealth of Massachusetts. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient form. Service of process, summons, notice or other document by registered mail to the address set forth in Section 14.03 shall be effective service of process for any suit, action or other proceeding brought in any such court.

Section 14.13 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN

RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 14.14 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 14.15 Attorneys' Fees. In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

Section 14.16 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 13.02 to the contrary.

Section 14.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 14.18 Legal Representation; Advised to Seek Counsel. The Members and the Company acknowledge and agree that the law firm Vicente Sederberg LLC (the "**Firm**") represents Ipswich Pharmaceutical Associates, Inc. ("**IPA**"), a Massachusetts non-profit corporation, and has drafted this Agreement on behalf of IPA at IPA's request. The Members and the Company further acknowledge and agree that, in connection with this Agreement the Firm has not offered any Member any advice regarding the advisability of entering into this Agreement. Each person executing this Agreement or otherwise becoming a Member further acknowledges and agrees that such Person:

- (a) Has been strongly advised to retain independent legal, tax, and accounting advice of their own choosing for purposes of representing their individual interests with respect to the subject matter hereof;
- (b) Has been given reasonable time and opportunity to obtain such advice;

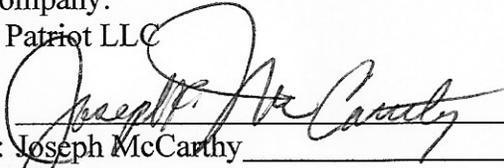
(c) Has obtained such independent advice as they have deemed necessary and appropriate in the circumstances at his or her own expense without expecting the Company to reimburse such person for such fees or other expenses, except as otherwise described in this Agreement; and

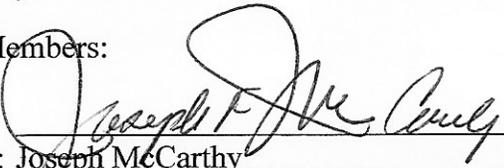
(d) To the extent that such Person has not sought advice from independent counsel or advisors in connection with entering into this Agreement and taking a Membership Interest in the Company, such Person does so at his or her own risk and holds the Company, IPA, the Firm, and all other Members harmless for any loss resulting from the failure to seek independent advice or counsel in connection with this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

The Company:
Green Patriot LLC

By: 
Name: Joseph McCarthy
Title: Manager

The Members:
By: 
Name: Joseph McCarthy

By: _____
Name: _____

By: _____
Name: _____

EXHIBIT A
JOINDER AGREEMENT

The undersigned is executing and delivering this Joinder Agreement pursuant to the Limited Liability Company Agreement dated as of 10th of September 2021, (as amended, modified, restated or supplemented from time to time, the "**Operating Agreement**"), among Green Patriot, LLC, a Massachusetts limited liability corporation (the "**Company**"), and its Members party thereto.

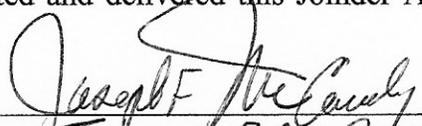
By executing and delivering this Joinder Agreement to the Company, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the provisions of the Operating Agreement in the same manner as if the undersigned were an original signatory to such agreement.

The undersigned agrees that the undersigned shall be a Member, as such term is defined in the Operating Agreement.

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of

_____.

By:



Name:

Joseph F. McCauley



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

William Francis Galvin
Secretary of the
Commonwealth

October 4, 2021

TO WHOM IT MAY CONCERN:

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

GREEN PATRIOT LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 17, 2020.**

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

I also certify that the names of all managers listed in the most recent filing are: **JOSEPH FRANCIS MCCARTHY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JOSEPH FRANCIS MCCARTHY, ELIZABETH MCCARTHY**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**

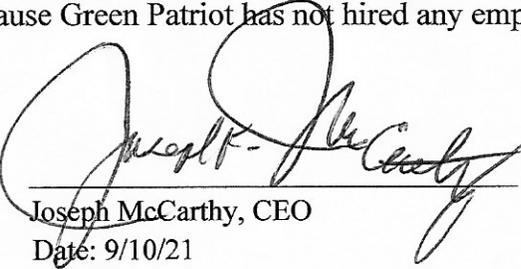


In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin
Secretary of the Commonwealth

DUA Good Standing

I hereby attest that I was unable to obtain a good standing certificate from the Department of Unemployment Compensation because Green Patriot has not hired any employees.



Joseph McCarthy, CEO
Date: 9/10/21

Green Patriot LLC

Plan to Obtain Liability Insurance

Green Patriot LLC plans to obtain liability insurance by engaging the cannabis-specialized insurance brokerage Budrisk based in Massachusetts. The policy shall include general liability and product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for each policy shall be no higher than \$5,000 per occurrence.

▶ Business Plan

Green Patriot

▶ Revised 8/22/2021

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Business Plan

Green Patriot

Summary

Mission

Green Patriot, LLC. is dedicated to providing high quality alternative medicine and superior service to adult use consumers who are 21+ years of age.

Many of us have family, friends or colleagues who have suffered the ravages that not only come from severe illness, but often from the side effects of pain medication which leave them unable to focus or function. We believe that by supplying safe, high quality cannabis to those who suffer from chronic pain and illness, we can provide the relief that will enhance the quality of their lives. It is our goal to supply all qualified patients and will offer discounted or free medicine to those who require assistance.

As Massachusetts citizens we believe that we also have a responsibility to give back to the communities that we serve and will strive to make a positive impact through support of educational and community programs. In particular we welcome the opportunity to provide philanthropic giving to worthy programs such as Excellence in Education and the community DARE program. Our non-profit structure will make us accessible through a Community Liaison in order to address other needs in the community, particularly among the underserved populations of Essex County.

We seek to operate in a clear and transparent manner, while providing the confidentiality that our patients will require. In return, we will expect all patients to meet the qualifications and requirements as laid forth by Massachusetts state law or by regulations established by the Massachusetts DPH and CCC. Proper documentation will always be required.

Board Members

Role of the Board of Directors

The Board of Directors will serve in an advisory role, making recommendations to the Trustees on a wide range of topics.

Matters that will come before the board include but not exclusively, financial, operational, sales and marketing, research and development, security, and community. Details of the responsibilities and commitments between Green Patriot, LLC and the Board Members are further detailed in the Green Patriot By-Laws (see Appendix A) and the Director's Duties and Responsibilities (see Appendix A).

Joseph McCarthy, President

As President, Joseph McCarthy will make sure that the cultivation meets all requirements under the rules and regulations of the Massachusetts Department of Health and are in compliance with the laws of the Commonwealth of Massachusetts. His role will be to make sure that the mission of the organization is upheld and that the corporation remains in good standing with the communities it serves. He will execute the by-laws and will serve in the corporation's best interests, including prudent management of the organization's funds.

Joseph McCarthy, a disabled veteran who proudly served our country as a Marine, takes the mission of Green Patriot personally. He has spent time with other veterans who have been impacted by pain and disability and is driven to provide alternative and safe medicine to improve the quality of life.

A Journeyman Electrician (member of IBEW Local 103 since 1984), an entrepreneur, and owner/manager of income real estate, Joseph has broad experience that will insure a safe and secure environment for the volunteers, employees and patients. His expertise in lighting and his experience with

construction will assure the proper environment for cultivation of the medicine.

Joseph McCarthy, Director of Operations and Treasurer

As Clerk, Joseph McCarthy will be responsible for maintaining all records, correspondence and reports, both routine and confidential. He will attend all meetings of the Trustees and Board Members and will capture notes to include as minutes from each meeting. He will be responsible for filing all necessary paperwork with the Commonwealth.

Joseph McCarthy has a wealth of organizational skills. As a local business owner, he has been responsible for all aspects of his organizations, training, operations, invoicing, accounts payable, accounts receivable, and staffing. He is broadly involved with her community, successfully executing and participating in funding projects for both school and community programs.

As Financial Advisor, Joseph will be responsible for auditing all the accounts, making sure that the accounts payable and receivable are executed in a timely manner, and that the creditability and financial health of Green Patriot is maintained.

Products and Services

Facilities

A location 110 Boullards, Hinsdale, MA 01235 has been secured. It is the intention of Green Patriot to operat an adult use cultivation facility at this location.

This location qualifies under Hinsdale zoning laws. The Town Planner, Town Manager, Chief of Police of Hinsdale have all been made aware of GP's intention.

It has been the intention of Green Patriot to locate an outdoor cultivation in the Town of Hinsdale.

Green Patriot has always been clear in the desire to locate its base of operations in a community that would value from the relationship. The Town of Hinsdale is such a location. The entrepreneurial spirit is alive and thriving today, with forward thinking voters that approved the warrant article to welcome an Outdoor Cultivation to Hinsdale . Additionally, Green Patriot board members have strong ties to the community and to **Berkshire** County as a whole. These strong ties will only bolster the relationship over time.

It was also apparent from the results of the November, 2012 and 2016, ballot measures that there is community support legalization of both medical and recreational marijuana sales. Many in town have shared stories of ill friends and relatives who have not been able to find relief through their conventional treatment and are seeking an alternative. It is Green Patriots mission to provide this alternative.

Green Patriot knows that there is confusion and misinformation about medical and adult-use marijuana. One of GP's goals is to be involved with the community, to answer questions and to partner with the town and surrounding communities to prevent abuse. Joseph McCarthy, President of GP, and other members of the Board have attended the Hinsdale Town Meetings and have been engaged in conversations with various town officials and organizations since the

application process began. Informal and/or formal communications have been held with:

- The Hinsdale Town Manager
- The Hinsdale Town Planner
- The Hinsdale Chief of Police
- The Hinsdale Director of Public Health
- The Hinsdale Board of Selectman

Growing Facility

Hinsdale Massachusetts- 110 Bullards Crossing. Cultivation facilities infrastructure is completely built out . It has been previously inspected. Greenhouse, Camera and Power with backup generators are operating. It is a turn-key operation.

Operations

Cultivation

- Planting
- Harvesting
- Packaging
- Testing and Safety
- Gross Inventory Control
- Patient Qualifications (DPH)
- Adult-Use Qualifications (RME)

Business Operations

Pricing and Market Share

Finances, Account Payable, Accounts Receivable

Personnel and Training

Security

Insurance

The GP has an existing insurance policy in order to fully protect the products, personnel, patients and customers of the GP

Category 1 |: The insurance for the wholesale will be proportionally less than the subsequent categories due to the limited exposure in the growing and cutting facility. The wholesale requirement would include package lifting, not to exceed 10 lbs. of cannabis at any given time.

Category 2 | Maintenance: It is necessary to employ (as needed) electrician/HVAC/Maintenance, who has been licensed by the State of Massachusetts and meets all requirements of heat, light and power. This professional must have a working knowledge and experience pertaining to high voltage (480 volts) and control wiring.

Category 3 | Cultivation: GP would employ as needed an additional help with cultivation. As needed time cultivation greenhouse workers/trimmers will be hired.

Category 4 | Cuttings: The GP cultivation manager will train and oversee all personnel that are to be responsible for the trimming and cleaning of the cannabis

Category 5 | Building: The GP will maintain all insurance coverage for the building, both internally and externally. The policy will also include business interruption insurance and cover loss of any product.

Category 6 | The GP will be responsible 24/7 of providing emergency back- up generation, with a 10 second delay. This will ensure that there will not be any loss of power and not affect the smooth running of power to the building and its contents.

PR and Marketing

- Advertising—Colorado allows print media, merchandising, and web-based solutions including social media. Placed a ban on billboards, leafleting, and sign flippers.

Charitable Giving

- GP Host Agreements have been agreed upon and signed in the town of Hinsdale,
- They will receive 3% of gross revenue.
- The money will be used as the town sees fit.

Income Statement

	Year 1	Year 2	Year 3
Beginning Cash	\$150,000	\$40,935	\$527,680
Revenue			
Adult Use Marijuana	\$458,744	\$2,194,655	\$3,288,324
Surplus Sales to Other Dispensaries			
Total Revenue			
Growing and processing	\$11,400	\$114,000	\$114,000
Office Expenses & Supplies	Already exists with infrastructure		
Utilities	\$12,000	\$12,000	\$12,000
Insurance	\$4,200	\$4,200	\$4,200
Security	Own ,in place and operating		
Building Expenses (Rent)	Own		
Depreciation/Amortization	\$10,000	\$12,000	\$15,000
Charitable Giving	\$10,000	\$10,000	\$10,000
Taxes	\$	\$	\$
Total Expenses	\$26,000	\$26,4000	\$26,4000
Net Income	\$ TBD	\$ TBD	\$ TBD
Startup Costs			
Licensing	\$5,000		
Build-out	\$ 0 completely built-out		
Interest on Debit (max 10%)			
Principle & Interest Pay down			
Total Start-up Costs	\$5,000	\$ TBD	\$ TBD
Net Cash Flow	\$150,000	\$TBD	\$TBD

Time Table

Green Patriot estimates that it will be ready to plant upon receipt of its commence operation order. The greenhouse facility and property that Green Patriot will occupy was previously occupied by a different licensed cultivator, FFD Enterprises Inc. doing business as Fine Fettle. The greenhouse facility was used for cultivation up until August 2021, when the company relocated its license to a property on Martha's vineyard. In full disclosure, the property is owned by the CEO of Green Patriot, and was owned by him during Fine Fettle's tenancy. As such, he has kept it in good repair. Very little needs to be done to ready the property for growing beyond rehooking up the camera system and alarms and making sure the locks and security system are in working order.

A waste disposal contract with a DEP-approved provider has already been entered into and an insurance policy is in place.

Additionally, in terms of staffing, the CEO himself will be the onsite manager. He will be the sole employee until harvest, or earlier if the plants require additional attention. Interviewing for positions will commence about 4-6 weeks before harvest.

Please see below for the most recent anticipated roll-out schedule.

- By October 19, 2021: Submit revised application to CCC
-
- By November 2021: Special Permit awarded
-
- By January 15, 2021: Provisional License awarded
-
- By February 1, 2021: Complete Architectural Review Process
-
- Perform final tests of IT and security systems
-
- By February 15, 2021: Complete PPLI Inspection
-
- By March 15, 2021: Receive Final License
-
- Procure clones or seeds from In Good Health and Holistic
-
- Any final adjustments to physical infrastructure, prepare for planting
-
- By April 1, 2021: Final Inspection
-
- By April 7: Receive Commence Operations

Job Descriptions

Executive Director

The Executive Director will serve as the primary liaison between the Board of Directors and the daily operation.

Director of Operations

The Director of Operations is responsible for the overall daily running of the operation. In this capacity, the DO will make sure that all policies and procedures in both the grow house and dispensary are followed.

Work with the testing laboratories to take random samples for testing.

- Oversee compliance with health regulations
- Demonstrate compliance with municipal rules, regulations, ordinances and bylaws
- Complete and submit all required documentation to the Commonwealth

Manager of Cultivation

Responsible for all aspects of the Grow Facility from seed through packaging for sale.

Serve as **Manager of Production and Crop Protection** during first year of operation. Hire based on need in second or third year of operation.

Duties:

- Evaluate and develop crop plan in accordance with the local health needs of registered patients
- Develop and implement crop protection program
 - Identify pests
 - Develop control strategies, procurement and

Director of Finance

Responsible for all budgets, capital expenditures, accounts payable & receivable. Hire an Accounts payable/receivable clerk in second year and/or out-source to accounting firm.

Duties:

- Develop and manage operating budget
- Provide monthly financial overview to Board of Directors
- Provide quarterly report for donors •
Manage accounts payable/receivable

Industry Pay Scale:

- CFO:
- Accounts Payable/Receivable Clerk: \$30,000 per year (plus benefits)

:

Director of Compliance

Responsible for quality, testing and all reporting to the Commonwealth.

Duties:

inventory of pest control and fertilizer products

- Manage all aspects of human resources in production areas
 - Conduct training programs to protect pest control workers
 - Inventory, control, and tracking training
- Coordinate equipment and resource needs
- Manage inventory and availability systems to ensure accuracy
- Assist in purchasing and receiving
- Perform equipment maintenance and soil management

Qualifications & Requirements:

- Bachelor's degree in horticulture recommended. Knowledge of Cannabis is required

Industry Pay Scale:

- Director of Horticulture:
- Manager of Production and Crop Protection: \$40,000 to \$50,000 per year (plus bonus based on crop production & benefits after two years)

Additional Horticultural Staff:

Greenhouse Worker

One worker to begin after build-out of the grow facility. The second worker to begin during the second year of operation with additional staff to be added as warranted. Report Directly to the Manager of Cultivation

Duties:

- Plant, prune and control weeds
- Fertilize and control pests
- Harvest and dry plants
- Record and package crop

Qualifications & Requirements:

- High school education preferred
- Two-year technical college certificate a bonus
- Training provided by employer, but experience is helpful

Industry Pay Scale:

-
- Seasonal positions: \$15 to \$18 per hour
 - Full-time, year-round positions: \$35,000 to \$40,000 per year (plus benefits after 2 years)

Trimmer

Reports Directly to the Manager of Processing

- Trimming of plants
- Weighing of Complete and submit all required documentation to the Commonwealth
- Assist Greenhouse Workers

Industry Pay Scale:

- Seasonal Position: \$12 to \$15 per hour
- Full-time year round positions: \$25,000 to \$30,000 per year (plus benefits after 2 years)

Facilities Manager

Reports to the Director of Operations

Duties:

- Serve as a liaison between the building owner and the Director of Operations.
 - Insures that all equipment is properly maintained.
 - Make sure all licenses and certifications are up to date
 - Oversee all Electrical and HVAC

Qualifications & Requirements:

- Licensed Journeyman Wireman
- Licensed HVAC

Driver

Commonwealth of Massachusetts

Director of Processing

Reports directly to the Director of Operations

Industry Pay Scale:

- Full Time: \$50,000 to \$65,000 (plus bonus based on accessory sales & benefits after two years)

Qualifications & Requirements:

- Clean and valid Massachusetts Driver's License
- Registered Agent of Green Patriot
- Reports directly to the Director of Operations. Two agents of the GP will provide transport.

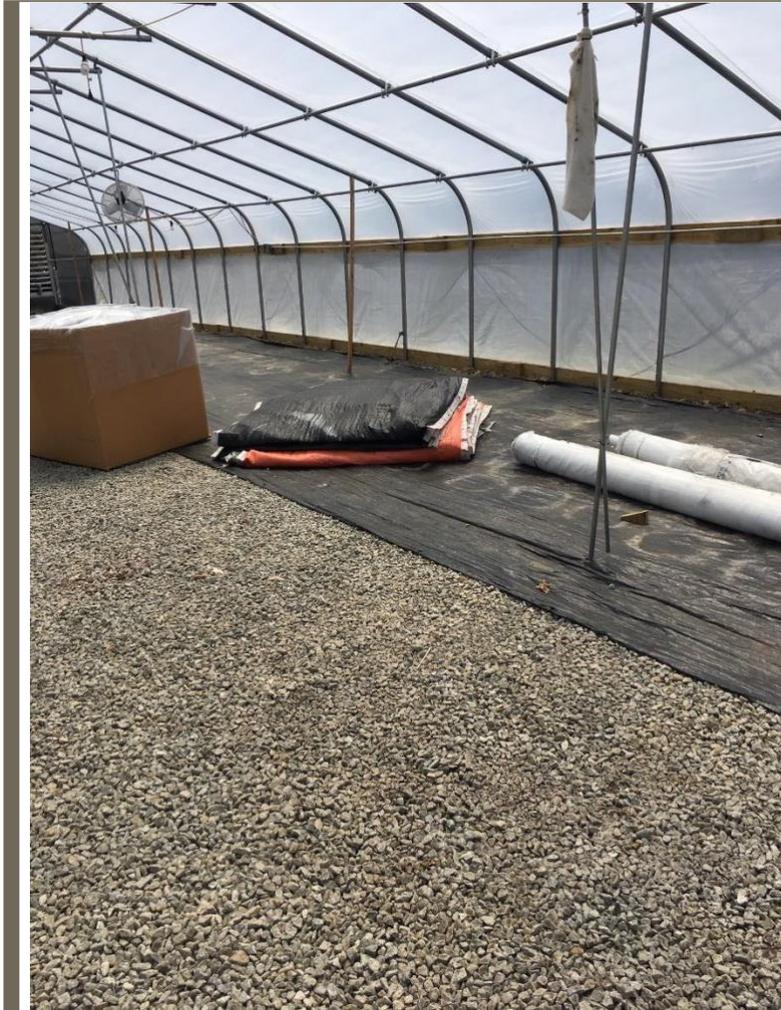
Duties

- Responsible for the safe transport of all Cannabis Product

Industry Pay Scale:

- Part-Time: \$15.00 per hour

Appendix: Facility



External Site Photographs-
Location-110 Bullards Crossing Hinsdale Ma.



Restricting Access to Age 21 and Older

GREEN PATRIOT LLC (“GREEN PATRIOT”) will restrict access to its proposed recreational cultivation establishment to individuals aged 21 and over by only employing individuals aged 21 and over, and by utilizing security measures to keep out intruders per GREEN PATRIOT’s security plan. Only employees will be able to access the cultivation establishment due to its remote location in Berkshire county, in the town of Hinsdale, MA, population 2,032 as of the 2010 census. Specifically, the proposed cultivation establishment is located off a dirt road in an area of undeveloped land; it is so remote that only recently received a street address. As such, very few people will know the location of the establishment. Furthermore, GREEN PATRIOT will maintain a security fence and security cameras as further detailed in its security plan to keep out intruders.

Quality Control and Testing

Green Patriot LLC (“Green Patriot”) has developed a Quality Control Plan that fully addresses the safety of our customers, our surrounding community and our employees. Our standard operating procedures (SOPs) have been drafted to ensure compliance with the requirements of the Cannabis Control Commission’s and regulatory agency regulations. These SOPs specifically address quality control measures and laboratory testing among other topics.

Green Patriot is committed to only producing the safest of products. A robust testing plan will ensure the Green Patriot’s products are produced in accordance with good manufacturing practices and held to rigorous testing standards. Product testing will include analysis for potency, terpenes, heavy metal, solvents, pesticides, microbial contamination and shelf life. Tests will be performed by a professional independent testing facility tested prior to releasing for distribution.

Green Patriot’s operating plan relies on an approach that utilizes to the fullest extent, the expertise of our team, detailed SOPs and an audit and compliance program to ensure customer safety, product safety and compliance.

Quality Control

Green Patriot will comply with the following sanitary requirements:

1. Any Green Patriot agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Green Patriot agent working in direct contact with preparation of 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.
3. Green Patriot’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Green Patriot’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Green Patriots’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;

5. Green Patriot 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 935 CMR 500.105(12);
6. Green Patriot's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Green Patriot's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Green Patriot's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Green Patriot 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;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. Green Patriot will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. Green Patriot's 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 waste water lines;
13. Green Patriot will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Green Patriot will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Green Patriot 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 Patriot will ensure that Green Patriot's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Green Patriot will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Green Patriot 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 the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

Testing

Green Patriot will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Potency levels derived from the Cannabinoid Profile, including the amount of delta-nine-tetrahydrocannabinol (Δ 9-THC) and other Cannabinoids, contained within Finished Marijuana or Marijuana Product to be sold or otherwise marketed shall be recorded in the Seed-to-sale SOR.

Green Patriot's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the 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.

Green Patriot will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein, and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Green Patriot's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Green Patriot for disposal or by the Independent Testing Laboratory disposing of it directly.

Quality control experts

Green Patriot LLC is operated by its executive management team utilizing the services of industry and subject matter experts. Our operations and management team features several specialists who have a wide range of experience operating in industries requiring strict quality control and best practice. These experts will work together to ensure Green Patriot LLC's operations safeguard the health and welfare of our employee and customers.

Green Patriot LLC will employ the services of a qualified Quality Control Director ("QAD") at all times to oversee processes that pose a potential risk to employee safety, customer safety or product safety. Upon licensing, Green Patriot LLC intends to engage a professional firm specializing in cannabis science to fill the QAD position. The QAD will oversee the quality control and assurance functions in Green Patriot LLC operations.

Standard operating procedures

Green Patriot LLC will implement quality systems controlled by our SOPs and based on standards to control processes that are critical to product safety. Our QAD will be responsible for oversight of these quality systems while our Chief Compliance Officer will ensure our protocols comply with regulatory agency regulations. The position of Chief Compliance Officer (CCO) is an autonomous position reporting directly to the CEO and Board of Directors. Every SOP implemented in the cannabis establishment will incorporate employee, community, customer and product safety considerations and will require strict quality control and assurance practices in all of our daily activities.

Green Patriot LLC's extensive quality control protocols address a myriad of product safety requirements including, but not limited to, employee training requirements, proper equipment usage and maintenance protocols, sanitation standards, cultivation protocols, component and product handling and storage, quality control testing, child-resistant packaging, product inserts, label disclosures and product traceability requirements.

The QAD is responsible for updating our SOPs to maintain compliance with all published rules and forthcoming guidance from the regulatory agency on product safety, while our General Manager will maintain the procedures and stay current with best practice and industry innovations.

SOPs will be updated as often as necessary to maintain compliance with all laws and regulations that govern Green Patriot LLC's operations. Green Patriot LLC's Senior Legal Counsel and CCO, under the CEO's oversight, are responsible for incorporating into the SOPs any additions or amendments to the regulations, as well as any guidance or directives published by the regulatory agency. Manager level employees will be responsible for drafting, updating and maintaining the SOPs in their area of supervision.

All employees will be required to have proper training on the SOPs applicable to their duties. Each employee will be required to demonstrate their comprehension of the detailed procedures required prior to performing any task. Additionally, all third-party contractors will be required, by contract, to perform their duties in compliance with Green Patriot LLC policies and regulatory agency regulations.

Any employee or contractor who acts in a non-compliant or negligent manner will be reprimanded or terminated depending on the severity of their offense. In order to establish an effective operating system with a culture of compliance, all employees and contractors will be required as a condition of employment or contract to report any observed compliance issues to the appropriate party.

Overview of Personnel Policies including Background Checks

I. Code of Ethics

Green Patriot LLC (“Green Patriot”) expects every employee to adhere to the highest standards of job performance and of personal conduct, including individual involvement with company personnel and outside business contacts.

Green Patriot reserves the right to discipline or discharge any employee for violating any company policy, practice or rule of conduct. The following list is intended to give you notice of our expectations and standards. However, it does not include every type of unacceptable behavior that can or will result in disciplinary action. Be aware that Green Patriot retains the discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case.

Employees may be disciplined or terminated for poor job performance, including, but not limited to the following:

- unsatisfactory quality or quantity of work
- repeated unexcused absences or lateness
- failing to follow instructions or Company procedures, or
- failing to follow established safety policies and procedures.

Employees may also be disciplined or terminated for misconduct, including, but not limited to the following:

- falsifying an employment application or any other company records or documents
- failing to record working time accurately or recording a co-worker’s timesheet
- insubordination or other refusal to perform
- using vulgar, profane or obscene language, including any communication or action that violates our policy against harassment and other unlawful forms of discrimination
- disorderly conduct, fighting or other acts of violence
- misusing, destroying or stealing company property or another person’s property
- possessing, entering with or using weapons on company property
- possessing, selling, using or reporting to work with alcohol, controlled substances (unless prescribed by a doctor) or illegal drugs present in the employee's system, on company property or on company time
- disclosing or using confidential or proprietary information without authorization
- violating the Company’s computer or software use policies, and
- being convicted of a crime that indicates unfitness for a job or presents a threat to the Company or its employees in any way.

II. Whistleblower Policy

It is the responsibility of every Green Patriot Employee who witnesses or suspects criminal activity at the Marijuana Establishment to report it immediately to Management.

As part of the whistleblower policy, Green Patriot's Management will have an open-door policy, and Green Patriot employees will be able to make such reports confidentially, without fear of reciprocity or retaliation. All Green Patriot employees and management will receive training on the whistleblower policy to ensure that appropriate policies are followed and employee rights are protected.

The Marijuana Establishment's whistleblower policy will:

- Protect any person whose disclosure of corruption is supported by a reasonable belief that it is true.
- Protect those who challenge national or international illegality, as well as abuse of authority, mismanagement, gross waste, or a substantial health or safety threat.
- Protect those who refuse to violate the law.
- Protect not only staff, but contractors and their employees, private citizens, or any entity exercising free speech rights to challenge abuses of power.
- Prohibit all forms of harassment, including threatened or recommended harassment.
- Establish confidentiality protection, including the right for prior review by whistleblowers of releases that otherwise might inadvertently disclose their identities, and accountability by designating confidentiality breaches as actionable misconduct.
- Commit to an independent Alternative Disputes Resolution in which Green Patriot employees are partners in establishing the rules for resolution of their cases.

Green Patriot will notify the Commission and the Police Chief immediately upon becoming aware of any reportable event listed above.

Green Patriot will maintain and make available all documentation related to an occurrence that is reportable and will cooperate with any law enforcement investigations or directives from the Commission.

III. Policy of Notifying Persons with Disabilities of Accommodation Rights

It is Green Patriot's policy that we will not discriminate against qualified individuals with disabilities with regard to any aspect of their employment. Green Patriot is committed to complying with the American with Disabilities Act of 1990 and its related Section 504 of the Rehabilitation Act of 1973. Green Patriot recognizes that some individuals with disabilities may require accommodations at work. If you are currently disabled or become disabled during your employment, you should consult <https://www.mass.gov/service-details/about-employment-rights>

as well as contact your manager to discuss reasonable accommodations that may enable you to perform the essential functions of your job.

Overview of Personnel Records

Green Patriot, LLC. (“Green Patriot”) will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. Green Patriot 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 conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for Green Patriot will undergo a detailed background investigation prior to being granted access to a Green Patriot facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Green Patriot pursuant to 935 CMR 500.100 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 500.101(1), Green Patriot 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 Patriot 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.
 - 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 Patriot 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.
- Upon adverse determination, Green Patriot will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
 - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Green Patriot along with any legal notices required.
 - 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 deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- 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 Patriot or the Commission.

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Green Patriot 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. Below are all requirements as stated in compliance with 935 CMR 500.105(9)(d)

Job Descriptions in compliance with 935 CMR 500.105(9)(d)(1)

Director of Security: Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for Green Patriot, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to Green Patriot agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;

- Maintain lists of agents authorized to access designated areas of the Green Patriot facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the Green Patriot facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Green Patriot agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of Security Agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents monitor Green Patriot’s security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the Green Patriot facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and Green Patriot agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the Green Patriot facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Green Patriot agents from the facility during non-business hours and perform security checks at designated intervals.

Inventory Manager: The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day’s beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate: Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the BioTrackTHC & METRC system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring Green Patriot's policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at Green Patriot will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for Green Patriot, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of Green Patriot agents;
- Review and revise Green Patriot personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for Green Patriot agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Director of Cultivation: The Director of Cultivation is responsible for all daily operations and maintenance of the Cultivation Facility. The Director of Cultivation will:

- Be responsible for implementing policies with the Cultivation Facility;
- Coordinate space assignments;
- Receive and review work requests;
- Coordinate repairs and maintenance;
- Supervise and train agents in an ongoing capacity;
- Provide mandatory training for new agents;
- Maintain a record of space allocations;
- Work with Cultivation Technicians to promote successful operations in the Cultivation Facility;
- Program and monitor the Direct Digital Control (DDC).
- Maintain a database of environmental controls and conditions;
- Adjust DDC for optimum efficiency of operation;
- Provide pesticide recommendations and ensure IPM Program is sufficient.

Cultivation Manager: The Cultivation Manager supervises and participates in all aspects of daily Cultivation Facility tasks. The Cultivation Manager operates under the supervision of the Director of Cultivation and will:

- Instruct Cultivation Technicians on operation procedures;

- Train and supervise Cultivation Technicians;
- Assist with the activities performed by all Cultivation Technicians;
- Instruct agents or apply pesticides with guidance from the Director of Cultivation;
- Perform routine maintenance;
- Maintain inventory of all cultivation supplies and order such supplies;
- Report daily to Director of Cultivation; and
- Coordinate with relevant staff regarding harvest schedules.

Cultivation Technician: Cultivation Technicians are responsible for all daily tasks in their assigned areas within the Cultivation Facility. Cultivation Technicians report directly to Cultivation Manager and/or Director of Cultivation. Responsibilities include, but are not limited to:

- Irrigation;
- Pruning;
- Pesticide application;
- Potting/Re-potting;
- Propagation;
- Light construction; and
- Janitorial duties (i.e. cleaning, disinfecting, sterilizing).

Production Manager: The Production Manager is responsible for all post-harvest handling of marijuana. The Production Manager coordinates directly with the Cultivation Manager regarding harvest schedules. Production Manager reports directly to the Director of Cultivation and is responsible for the following:

- Transitioning harvested plant material from cultivation rooms to the Trim Room where marijuana is trimmed via machine and manually;
- Overseeing Trim Technicians and delegates daily tasks to production agents;
- Ensuring quality control of finished marijuana flowers;
- Monitoring the status of the Dry Room and of marijuana flowers that are in the process of drying;
- Entering wet and dry weights of all product including flowers and trim into BioTrackTHC & METRC;
- Working with Cultivation Technicians to ensure prompt transfer of marijuana trim to relevant room within the Cultivation Facility;
- Overseeing bulk packaging and storing in dedicated vault; and
- Relaying information to the Inventory Manager for sales purposes.

Trim Technicians: Trim Technicians are responsible for post-harvest trimming of marijuana plants, both mechanical and manual. Trim Technicians report directly to the Production Manager and are responsible for:

- Receiving daily tasks from the Production Manager;
- Assisting in the harvest of marijuana;
- Trimming marijuana plants;
- Maintaining a sterile environment in the Trim Room; and
- Cleaning and maintaining scissors and trim machines.

Production Manager: Responsible for production of all concentrates and marijuana products created by Green Patriot. This includes, but is not limited to:

- Managing inventory and par-levels of all concentrate and marijuana products, including integration into the BioTrackTHC & METRC;
- Creating raw Super Critical CO2 (SCCO2) concentrate;
- Creating distilled, high-purity concentrate for use in marijuana products and vaporizer cartridges;
- Creating all marijuana products;
- Organizing extraction schedule based on availability of cultivated material;
- Maintaining a rigid cleaning schedule that all lab agents must adhere to;
- Ensuring safety pursuant to established safety protocols;
- Coordinating facility repairs and maintenance;
- Supervising and training agents in an ongoing manner; and
- Providing mandatory training for new agents.

Lab/Production Assistant: Responsible for supporting the Production Manager during day-to-day operations. This includes, but is not limited to:

- Drying and grinding cultivated material in preparation for SCCO2 extraction;
- Unpacking and cleaning the SCCO2 extractor;
- Cleaning and sanitization of all lab glassware;
- Cleaning and sanitization of all kitchen cookware and utensils;
- Cleaning and sanitization of the distillation still;
- Routine scheduled maintenance of all equipment; and
- Assisting with packaging of all concentrate and marijuana products to be sold.

Member Services Agent: Member Services Agents ensure that each customer is treated with respect while at a Green Patriot facility and that each customer receives the appropriate amount of individualized attention in order to address his/her specific needs and questions. Member Services Agent responsibilities include, but are not limited to:

- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at a Green Patriot facility;
- Answering customer questions regarding products including, but not limited to, flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by Green Patriot;
- Properly setting up product displays pursuant to Green Patriot policies and procedures;
- Executing and enforcing compliance with Commission regulations and Natural Oasis policies and procedures;
- Understanding sales transactions using BioTrackTHC & METRC;
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

Agent Personnel Records in compliance with 935 CMR 500.105(9)(d)(2)

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Green Patriot 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;
- Results of initial background investigation, including CORI reports; and
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

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

Staffing Plan and Business Hours in compliance with 935 CMR 500.105(9)(d)(3)

Hiring and Recruitment

Green Patriot's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. Green Patriot's personnel practices will comply with the following, which will apply to all types of employment situations, including, but not limited to, hiring, terminations, promotions, training, wages and benefits:

- State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements;
- Green Patriot's Diversity Plan and Community Initiatives;
- Green Patriot's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- Workers' Compensation;
- State and Federal Minimum Wage Requirements;
- Non-Disclosure and Non-Complete Agreements; and
- Any other applicable local, state, or federal employment laws, rules, or regulations.

Standards of Conduct

Green Patriot is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is Green Patriot's mission to provide a professional workplace free from harassment and discrimination for employees. Green Patriot will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to Green Patriot's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at Green Patriot employees or customers is also condemned and will be promptly addressed.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other parties. Any employee found carrying a weapon on the premises of a Green Patriot facility will be immediately terminated, and any customer found carrying a weapon on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire

The required attire for registered agents at Green Patriot varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Business Hours for Marijuana Establishment

Monday: 10:00AM – 9:00PM

Tuesday: 10:00AM – 9:00PM
Wednesday: 10:00AM – 9:00PM
Thursday: 10:00AM – 9:00PM
Friday: 10:00AM – 9:00PM
Saturday: 10:00AM – 9:00PM
Sunday: 10:00AM – 9:00PM

Overview of Personnel Policies and Procedures in compliance with 935 CMR

500.105(9)(d)(4)

Standard Employment Practices

Green Patriot values the contributions of its management and staff positions. Green Patriot will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

Drug-Free Work Place

The company is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position, including both regular and temporary employees. The rules apply during working hours to all employees of the company while they are on company premises or elsewhere on company business.

Employees who possess a Medical Marijuana Registry Card may medicate as necessary for their condition off company premises. No medicating may be done onsite. No used paraphernalia or medical marijuana medicine may be brought on company premises.

The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on company property is prohibited except those allowed by the applicable laws and regulations.

Being under the influence of illegal drugs, alcohol, or substances of abuse on company property is prohibited. Possessing any illegal drugs, alcohol, or substances of abuse including narcotic prescriptions is prohibited on company property. Any prescription narcotic or opiate medicating must be done off company premises and narcotic and opiate prescriptions may not be on company premises. Working while under the influence of prescription drugs that impair performance is prohibited.

Taking trade or tips from patients in the form of illegal drugs, alcohol, or prescription medication is strictly prohibited. No discussion of illicit drugs is allowed on company premises between employees and patients.

The above rules are strictly enforced for insurance, legal and security purposes. Any violation of these rules will result in immediate termination.

Consistent with the rules listed above, any of the following actions constitutes a violation of the company's policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination:

1. Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.
2. Working or reporting to work, conducting company business or being on company property while under the influence of an illegal drug or alcohol, or in an impaired condition.

Tobacco Products

The use of tobacco products is not permitted anywhere on the company's premises except in authorized and designated locations outside the facility. Employees must follow all rules posted in designated smoking areas and adhere to all policies associated with this policy (see Break Periods and Safety).

Written Policies

Green Patriot's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, workers' compensation, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, customer confidentiality, and compliance hotline.

Designated Outside Counsel

Green Patriot may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Corrective Action

Green Patriot holds each of its employees to certain rules and Standards of Conduct. When an employee deviates from these rules and standards, Green Patriot expects the employee's supervisor to take corrective action. Corrective action at Green Patriot is typically progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The usual sequence of corrective actions includes an oral warning, a Written Reprimand, probation, and finally termination of employment. In deciding which initial corrective action would be appropriate, a supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

Though committed to a progressive approach to corrective action, Green Patriot considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include, but are not limited to:

1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
3. Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
4. Theft or other criminal activity in any form;
5. Any action that is not in compliance with the Department rules for adult-use marijuana, and all other applicable laws and regulations;
6. Frequent absenteeism or absenteeism without proper notice;
7. Insubordinate behavior;
8. Vandalism or destruction of company property;
9. Being on company property during non-business hours;
10. The use of company equipment and/or company vehicles without supervisor approval;
11. Untruthfulness about criminal or personal work history, skills, or training;
12. Divulging company security practices or business practices;
13. Misrepresentations of Natural Oasis to a customer, a prospective customer, the general public, or an employee; and
14. Failure to follow Natural Oasis policies or procedures.
15. Failure to report any of the following to the general manager in accordance with applicable laws and regulations:
 16. Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the Marijuana Establishment or a dispensary agent;
 17. Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person;
 18. Unauthorized destruction of marijuana;

19. Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents;
20. An alarm activation or other event that requires response by public safety personnel;
21. The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and
22. Any other breach of security.

Job Status

Job Classifications

Positions at Green Patriot are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Community Service Days

There will be a mandatory, reoccurring company-wide meeting on a monthly basis. All personnel will be notified if their attendance is required. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at six-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect an employee's overall performance.

Leave Policies

Green Patriot leave policies will comport with all state and federal statutes.

All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance and approved by the employee's department manager. Green Patriot will determine which holidays will be observed and which departments will not be required to work. Green Patriot will offer paid maternity leave. All employees whose primary place of employment is Massachusetts shall be eligible to accrue and use unpaid sick time ("Earned Sick Time"). Earned Sick Time accrues at the rate of one (1) hour for every thirty (30) hours worked per calendar year, up to a maximum of forty (40) hours. Up to forty (40) hours of unused Earned Sick Time may be carried over into the following year.

Additional leave will not be paid and must be approved by the department manager.

Green Patriot anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies

Purpose

Green Patriot's progressive discipline policies and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of Green Patriot's progressive discipline policies and procedures have been designed consistent with Green Patriot's organizational values, best practices, and state and federal employment laws.

Green Patriot reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the employee's performance, conduct and/or attendance issues have on Green Patriot as an organization.

Procedure

Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem and/or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, Green Patriot recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance, conduct and/or attendance expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the PIP.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of the progressive discipline policies and procedures are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, an employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to an employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedures is a recommendation to terminate employment. Generally, Green Patriot will try to utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Green Patriot reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an employee may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Green Patriot and its employees.

Appeal Process

Any employee subject to a disciplinary action will have the opportunity to present information on their own behalf that may challenge information management relied upon in making the decision to issue the disciplinary action. The purpose of this appeal process is to provide insight into extenuating circumstances that may have contributed to the employee's performance, conduct and/or attendance issues, while allowing for an equitable solution.

If an employee does not present information on their own behalf during a step meeting, they will have five business days after the meeting to present such information to the supervisor who conducted the meeting.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

Documentation

Any employee subject to progressive discipline will be provided with copies of all relevant documentation related to the progressive discipline process, including all PIPs. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from Green

Patriot, the employee's supervisor must contact the Human Resources Manager to schedule an exit interview, which will typically take place on the employee's last workday.

Types of Separation

1. Resignation

Resignation is a voluntary act initiated by the employee to end employment with Green Patriot. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.

2. Retirement

An employee who wishes to retire is required to notify their department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of Green Patriot to give special recognition to employees at the time of their retirement.

3. Job Abandonment

An employee who fails to report to work or contact their supervisor for two (2) consecutive workdays will be considered to have abandoned their job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

4. Termination

Employees of Green Patriot are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. Reduction in Workforce

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

6. Release

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be held on the employee's last day of work or another day, as mutually agreed upon.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to, uniforms, cell phones, keys, computers, and identification cards. Failure to return certain items may result in deductions from the employee's final paycheck. All separating employees will be required to sign a Wage Deduction Authorization Agreement, allowing Green Patriot to deduct the costs of such items from their final paycheck.

Termination of Benefits

An employee separating from Green Patriot is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Compensation

As an employer, Green Patriot believes that it is in the best interest of both the organization and Green Patriot's employees to fairly compensate its workforce for the value of the work provided. It is Natural Oasis' intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at Green Patriot, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

The executive management team will give final approval for the compensation system that will be used by Green Patriot.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonuses, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

1. The CEO is charged with ensuring that Green Patriot is staffed with highly-qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

Recordkeeping Procedures

General Overview

Green Patriot, LLC (“Green Patriot”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Green Patriot documents. Records will be stored at Green Patriot in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping in compliance with 935 CMR 500.105(9)

To ensure that Green Patriot 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 as part of Green Patriot’s quarter-end closing procedures. In addition, Green Patriot’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- **Corporate Records**: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Directors & Officers Policy
 - 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
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:
 - Annual Report
 - Secretary of State Filings

- Business Records in compliance with 935 CMR 500.105(9)(e):
- 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 Patriot, including members, if any.
- Personnel Records at a minimum will include in compliance with 935 CMR 500.105(9)(d):
 - 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 Patriot 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; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures, including, at a minimum, the following:
 - Code of ethics;
 - Whistle-blower policy; and

- A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and
 - All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.
- Handling and Testing of Marijuana Records in compliance with 935 CMR 500.160(3)
 - Green Patriot will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records in compliance with 935 CMR 500.105(8)(b)
 - 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 in compliance with 935 CMR 500.105(9)(c):
 - Green Patriot will use BioTrackTHC to maintain real-time inventory (in conjunction with Metrc). BioTrackTHC inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records in compliance with 935 CMR 500.110(7)
 - Within ten (10) calendar days, Green Patriot will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), 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 Patriot for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

- 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.
- Waste Disposal Records in compliance with 935 CMR 500.105(9)(f) & in compliance with 935 CMR 500.105(12)
 - When marijuana or marijuana products are disposed of, Green Patriot 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 Patriot agents present during the disposal or handling, with their signatures. Green Patriot 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 in compliance with 935 CMR 500.110:
 - 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 in compliance with 935 CMR 500.105(13)(f)(5)
 - Green Patriot will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records in compliance with 935 CMR 500.105(2)
 - 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 compliance with 935 CMR 500.105(9)(g)
 - In the event Green Patriot closes, all records will be kept for at least two (2) years at Green Patriot's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Green Patriot 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 in compliance with 935 CMR 500.105(9)(a);
 - Policies and Procedures related to Green Patriot's operations will be updated on an ongoing basis as needed and undergo a review by the

executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;
- Agent security policies, including personal safety and crime prevention techniques;
- A description of Green Patriot’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 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- 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 the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to Green Patriot 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 Patriot, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Green Patriot’s website.

- Policies and procedures for the handling of cash on Green Patriot 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 Patriot will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in future regulations that require Green Patriot to retain records longer than what in compliance with 935 CMR 500.105(9)(g).

Maintaining of Financial Records

Green Patriot LLC's ("Green Patriot") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential 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 under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - 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; and
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with 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;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, 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 935 CMR 500; and
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

Qualifications and Training

Green Patriot, LLC. (“Green Patriot”) will ensure that all employees hired to work at a Green Patriot facility, or for Green Patriot (the company) will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

I. Qualifications

In accordance with 935 CMR 500.030, 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 Patriot will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Natural Oasis discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Green Patriot will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

See below for more detailed descriptions of Job Qualifications.

II. Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Green Patriot’s agents will successfully complete a comprehensive training program 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 Patriot’s 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 provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Natural Oasis’s new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Green Patriot’s owners, managers, and employees will then successfully complete the program once every year thereafter. Green Patriot will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Green Patriot’s 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 state licensing authority upon request.

As part of the Responsible Vendor program, Green Patriot's 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:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.

III. Job Qualifications

Director of Security: Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for Green Patriot, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to Green Patriot agents during new hire orientation or recurrent trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;

- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the Green Patriot facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the Green Patriot facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Green Patriot agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of Security Agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents monitor Green Patriot’s security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the Green Patriot facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and Green Patriot agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the Green Patriot facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Green Patriot agents from the facility during non-business hours and perform security checks at designated intervals.

Inventory Manager: The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal

requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate: Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the BioTrackTHC & METRC system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring Green Patriot's policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at Green Patriot will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for Green Patriot, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of Green Patriot agents;
- Review and revise Green Patriot personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for Green Patriot agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Member Services Agent: Member Services Agents ensure that each customer is treated with respect while at a Green Patriot facility and that each customer receives the appropriate amount of individualized attention in order to address his/her specific needs and questions. Member Services Agent responsibilities include, but are not limited to:

- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at a Green Patriot facility;
- Answering customer questions regarding products including, but not limited to, flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by Green Patriot;
- Properly setting up product displays pursuant to Green Patriot policies and procedures;
- Executing and enforcing compliance with Commission regulations and Natural Oasis policies and procedures;
- Understanding sales transactions using BioTrackTHC & METRC;
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

Standard Operating Procedure

General Commercial Cannabis Cultivation

Objective Statement : Commercial Cannabis Cultivation Sec. 14.1.1

Activity : Policies and Procedures for Energy Efficiency and Conservation

i) Energy Use Reduction Opportunities

Written Operating Procedures must incorporate the following:

- (1) Description of how will ME monitor its energy consumption and make adjustments to operations based on energy-usage data
 - i. Lighting, dehumidification, HVAC
- (2) Procedures for identifying energy savings opportunities as part of any facility upgrades, renovations and expansions
- (3) Procedures for identifying energy savings opportunities when equipment fails and needs to be replaced

ii) Opportunities for Renewable Energy Generation

Written Operating Procedures must incorporate the following:

- (i) Description of how ME will make energy supply decisions and regularly evaluate renewable options
- (ii) Procedures for identifying energy savings opportunities as part of any facility upgrades, renovations or expansions and
- (iii) Procedures for identifying energy savings opportunities when equipment fails and needs to be replaced

iii) Strategies to Reduce Electric Demand (such as lighting schedules, active load management and energy storage); and

Written Operating Procedures must incorporate the following:

- (i) Description of how the ME will monitor energy demand and make adjustment to operations based on data and
- (ii) Procedures for participation in load curtailment, energy storage or other active demand management programs as applicable

iv) Engagement with Energy Efficiency Programs offered pursuant to M.G.L. c. 25, §21 or through municipal lighting plants.

Written Operating Procedures explain how company will have:

- (a) Regular engagement with energy efficiency programs (account representatives, vendors, etc.) to ensure awareness of new opportunities and incentives

Diversity Plan

I. Overview

As a veteran-owned business, Green Patriot LLC (“GREEN PATRIOT”) is committed to advancing equity among minorities, women, veterans, people with disabilities, and LGBTQ+ in the adult-use cannabis industry in Massachusetts through its diversity plan. The three specific goals of GREEN PATRIOT’s diversity plan are as follows:

(i) The following hiring goals must be met:

- 10% Minorities
- 50% Women
- 20% Veterans
- 10% People with disabilities
- 5% LGBTQ+

(ii) Every Equity Recruit shall have received weekly mentorship meetings for each week that the employee is in attendance and

(iii) Two (2) cultural sensitivity trainings shall have been conducted per year.

GREEN PATRIOT 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 PATRIOT will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws. The specifically named organizations in this letter have been contacted and will work with GREEN PATRIOT in furthering its goals.

II. Programs

A. Advertising Employment Opportunities with Local Career Centers

GREEN PATRIOT plans to advertise its open positions with the MassHire Berkshire Career Center on a weekly basis, as they become available. Additionally, GREEN PATRIOT will post its job openings on the career center website of Berkshire Community College located in Pittsfield on a weekly basis, as the jobs become available. All job postings will clearly state that all applicants must be 21 years of old or older. All job postings will include the statement that any applicants who are minorities, women, veterans, people with disabilities, or **LGBTQ+** will be given special consideration in the hiring process. They will be monitored daily, and responses to them will be reviewed on a daily basis by the hiring managers. All resumes received will be kept on file for two years.

B. Leveraging Relationships with Specific Organizations That Are Diversity-Focused

As a disabled American veteran, the CEO is a member of and has developed relationships with the local chapters of many veterans organizations, including AMVETS (also known as American Veterans), one of the most inclusive Congressionally-chartered veterans service organization open to representing the interests of 20 million veterans and their families, the American Legion, and the Veterans of Foreign Wars organization. GREEN PATRIOT's CEO will leverage this relationship by networking with these organizations' constituencies for employment purposes and to provide information on employment opportunities.

C. Weekly Mentorship Meetings

In addition to specifically targeting Equity Recruits for hiring, GREEN PATRIOT will also provide the following tools to ensure their success: weekly mentorship meetings with management. Equity Recruits will have weekly one-on-one mentorship meetings with the Hinsdale Cultivation Facility General Manager as appropriate. These meetings are intended to provide a forum for the employee to discuss his or her personal development goals directly with management and to come up with strategies to meet those goals. Additionally, employees will be encouraged to share any challenges that they are facing in their employment with the intention that management will provide guidance on how to resolve the conflict or, if appropriate, will address the matter directly with the appropriate individuals. Additionally, these meetings will present an opportunity for Equity Recruits to share their ideas about how to improve GREEN PATRIOT privately and directly with management.

D. Providing Cultural Training on Cultural Sensitivity and Recognizing Unconscious Bias

At least twice per year, GREEN PATRIOT will conduct cultural training on cultural sensitivity and recognizing unconscious bias at its Hinsdale location. This training will ensure that all employees understand what GREEN PATRIOT (and the law) considers appropriate and inappropriate behavior towards people based on their race, ethnicity, age, gender, religion, disability or gender identity or sexual orientation. In addition to the list of characteristics that are protected against discrimination and harassment, this training will also explore the types of inclusive actions that can improve teamwork and motivation. This training will help employees understand the nuances of cross-culture communication, and the importance of words, actions, gestures and body language in cultivating relationships with different people and groups. This training should stimulate

ongoing conversations among co-workers about how to deal with bias and insensitive remarks and behavior. It will also encourage employees to speak up, ask questions, raise concerns and report incidents of discrimination they experience or observe

D. Evaluation of Program Success

In order for its program to be successful, at the end of GREEN PATRIOT's fiscal year (December 31), the following metrics must be met:

(i) The following hiring goals must be met:

10% Minorities

50% Women

20% Veterans

10% People with disabilities

5% LGBTQ+

(ii) Every Equity Recruit has received weekly mentorship meetings for each week that the employee is in attendance and

(iii) Two (2) cultural sensitivity trainings have been conducted per year.

On a monthly basis, GREEN PATRIOT's Hinsdale Cultivation Facility General Manager will review the number of hires made and meetings conducted and training seminars performed to ensure that GREEN PATRIOT is on track to meet its goals as well as to adjust hiring accordingly.

The progress or success of Green Patriot's goals must be documented upon renewal, which occurs one year from provisional licensure, and each year thereafter.